FOURTH ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION

OF

ILLINOIS

MARCH 1, 1899.

SPRINGFIELD, ILL.
PHILLIPS BROS., STATE PRINTERS,
1898.

BOARD OF ARBITRATION.

HORACE R. CALEF, *Chairman*, Monticello,
DANIEL J. KEEFE, 3029 Lowe Ave., Chicago,
WILLIAM S. FORMAN, East St. Louis.

J. MCCAN DAVIS, *Secretary*, Springfield.

LETTER OF TRANSMITTAL.

SPRINGFIELD, ILL., MARCH 1, 1899.

To His Excellency, JOHN R. TANNER, *Governor of Illinois:*

In compliance with the law creating the State Board of Arbitration, we have the honor to herewith submit the fourth annual report of this Board.

Very respectfully,

HORACE R. CALEF,
W. S. FORMAN,
DANIEL J. KEEFE.
State Board of Arbitration.
J. MCCAN DAVIS,
Secretary.

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STATE BOARD OF ARBITRATION OF ILLINOIS.

The work of the State Board of Arbitration during the past year, as in previous years, has taken largely the form of conciliation. Growing experience makes it manifest that, all things considered, this is the most useful function of the board. The formal hearings—the occasions on which the board sits as a court of inquiry, takes testimony under oath, listens to arguments, and promulgates a written opinion or decision—are few, when compared to the instances in which individual members of the board exert their good offices to convert discord and turbulence into harmony and peace. This is the situation, not only in Illinois, but in states in which arbitration and conciliation laws have been in force much longer than here. It is stated by a member of the New York Board of Mediation and Arbitration, in a letter to this board January 16, 1899, that mediation has been so successful that that board "has not deemed it necessary to make a single public investigation during the past year." In the nature of things, this mediatory service largely dispenses with the necessity of formal investigation.

Under the law, it is the duty of the board, whenever it comes to its knowledge that a srike or lock out is seriously threatened, "to put itself in communication as soon as may be with the employer or employés, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State Board." A compliance with the letter and spirit of this provision has borne good results almost uniformly. The timely presence on the scene of the trouble of a disinterested person, charged with the duty of exerting every endeavor "to effect an amicable settlement," is well calculated to restore good feeling between all parties to the dispute and impart to them a spirit of concession and compromise which leads to a just and satisfactory conclusion.

NOTE.—This report covers the business done by the board for the year ending March 1, 1899; but it has been withheld from the printer in order that it might contain a full and intelligible exposition of the amended arbitration law.

This service, necessarily performed quietly and with a small share of public notice, is of high value. Not only are its immediate results beneficent, but it has a far-reaching educative influence, increasing the habitual regard of both employers and employés for their respective rights and obligations, and teaching men the wisdom of settling their differences by pacific means and avoiding the strike and the lockout, which rapidly dissipate both the capital of the emplyer and savings of the workingman.

We would not, therefore, have the work of this board measured by the number of its formal public inquiries. These are of great importance, not alone because of the matters involved in the particular case under investigation, but because the existence of the power to conduct them and to give effect to their conclusions is a strong aid to settlements by purely conciliatory methods. But we anticipate that the general necessity for these public inquiries will diminish as the work of conciliation grows in scope and efficacy.

THE AMENDED ARBITRTION LAW.

Several defects in the arbitration law of Illinois were made clearly apparent by the experience of the present Board of Arbitration. Some of these were pointed out and discussed in the last annual report of the Board; but there was, of course, no opportunity to secure any changes in the law until the convening of the legislature.

Governor Tanner, in his biennial message to the 41st General Assembly (January 4, 1899), discussed the operation of the arbitration law as follows:

"In 1895, the General Assembly, following the example of Massachusetts, New York and some of the other states, passed an act creating a State Board of Arbitration for the adjustment of differences between employers and employés. Official arbitration, therefore, has been on trial in this State for about three years. Generally speaking, it has proven highly successful. Many strikes and lockouts have been satisfactorily settled, and many more happily averted through the intervention of the State Board of Arbitration.

"There are, however, several defects in the law which ought to be remedied at once by appropriate legislative action. A conspicuous example is the lack of adequate provision for giving effect to the decisions of the Board. Although the law provides that a decision shall be binding upon the parties joining in the application for a period of six months, unless one of the parties shall sooner terminate its force by sixty days' notice to the opposite party, the Board is utterly powerless to enforce its decisions in case of disobedience. In a vast majority of cases the decree of an arbitrating body will be honorably and faithfully carried out. This has been the general experience not only in this but in other states. But events of the past year, quite familiar to the public, clearly demonstrate that cases will sometimes arise in which the decision will be ignored and repudiated. When both employer and employés submit their differences to this Board, they enter into a voluntary and solemn agreement to abide by its decision, whether that decision be favorable or adverse, and there is no valid reason why agreements of this character should not be respected and fulfilled. Had the Chicago-Virden Coal Company adhered to its agreement, and obeyed the decision of the State Board of Arbitration, the deplorable events which followed its repudiation of the decision, and terrible bloodshed of the 12th of October, 1898, would have been wholly averted and a distressed community would have been instantly restored to peace and its accustomed prosperity. In cases of this kind the Board ought to be empowered to secure the enforcement of its decisions through the medium of the courts or by some other means equally effective. A frequent exercise of such a power would probably be unnecessary, but the power should exist if arbitration is to be completely successful. I cordially recommend legislation to this end.

"Another provision of the law which ought to be strengthened is that relating to the attendance of witnesses before the Board. The law empowers the Board to summon witnesses, but provides no penalty for disobedience of summons. This has been found, in some cases, to be a source of inconvenience and harrassment. It is respectfully suggested that the law be amended so as to compel obedience to a subpœna lawfully issued by the Board.

"Other suggested changes in the law will be brought to your attention at the proper time; some of them of minor importance, perhaps, but nevertheless worthy of your consideration, with a view to perfecting the arbitration law."

Elsewhere in the message. alluding to the refusal of the coal operators at Pana to obey the subpœnas of the Board of Arbitration, and the failure of the operators at Virden to abide by its decision, the Governor said:

"This situation, responsible in a great measure for the strife and bloodshed that has disturbed our State, suggests the propriety of an amendment to our present arbitration law, making it more obligatory on the part of contending forces to submit their grievances to a board organized for the purpose of adjusting such differences, and at the same time exacting compliance with the conclusions or awards of such tribunal."

In accordance with the foregoing suggestions, and in conformity with the recommendations made by the Board in its third annual report, the Board, early in the session of the 41st General Assembly, prepared a bill amending the arbitration law. This was introduced in both houses—in the Senate by Senator D. W. Baxter, and in the House by Representative Oscar Mansfield. It passed practically without opposition (receiving only two negative votes in the Senate and none in the House), and was approved by Governor Tanner April 12, 1899, and having an emergency clause attached, became effective at once. The earnest consideration which was accorded the measure and the unanimity with which it was passed, showed the interest of legislators in the subject of arbitration and their desire to add to the effectiveness of the arbitration law. It is the judgment of this Board that the amendments thus made place Illinois in advance of every other state in the matter of legislation for the arbitration of controversies between employers and employés.

The full text of the amended law will be found in the Appendix to this report. The changes effected by the amendatory act are as follows:

1. ATTENDANCE AND TESTIMONY OF WITNESSES AND PRODUCTION OF NECESSARY BOOKS AND PAPERS.—The law as originally enacted gave the Board "power to issue subpœnas" and "power to summon as witnesses any operative or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records of wages paid." But, while the Board could issue a subpœna, such subpœna might be disregarded with impunity, for the Board was powerless to punish any person for refusing to obey a subpœna or refusing to testify. The need of this power was greatly emphasized in cases of investigation by the Board upon the application of one side only to a labor controversy. It was thought important to enable the Board to secure the attendance and testimony of witnesses in all cases. It was deemed desirable also to extend the power with reference to the production of documents. The Board

already possessed the power to require the production of books containing the records of wages earned and paid; but other books, records and papers might be of equal, perhaps of far greater, importance. Accordingly, by the amendatory act, section 3 was made to read as follows, the additions being italicized:

"SEC. 3. Said application shall be signed by said employer or by a majority of his employés in the department of business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in such business or at work without any lockout or strike until the decision of said Board, if it shall be made within three weeks of the date of filing of said application. As soon as may be after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place of the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage in the proceedings, cause public notice to be given, notwithstanding such request. The Board *in all cases* shall have power to summon as witnesses any operative or expert in the departments of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records of wages paid, *and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy.* The Board shall have power to issue subpœnas, and oaths may be administered by the chairman of the Board. *If any person having been served with a subpoena or other process issued by such Board, shall wilfully fail or refuse to obey the same, or to answer such questions as may be propounded touching the subject matter of the inquiry or investigation, it shall be the duty of the Circuit Court or the County Court of the county in which the hearing is being conducted, or of the judge thereof, if in vacation, upon application of such Board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such Board and give his testimony, or to produce such books and papers as may be lawfully required by said Board; and the said court or judge thereof shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such Court.*"

It is believed that this amendment, in many cases, will prove a strong incentive to arbitration. Knowledge of the fact that they may be called before the Board as witnesses and compelled to produce all books and papers having any bearing on the matter in controversy, is likely to be an inducement to employers, for the better protection of their own interests, to become parties to the proceeding. It is proper to remark here that there is scarcely a possibility of an abuse of the power to require the production of books and papers since, in case a subpœna *duces tecum* be disregarded, a court of record will pass upon the question of the authority of the Board in the particular instance.

The amendment is of great importance also because of the added weight which it will give the findings of the Board in cases investigated upon application of one side only. Decisions in these cases depend for their effectiveness largely upon the force of public opinion—a force by no means irresistable, but always powerful. The public has an interest in all labor controversies—the extent of that interest depending upon the nature of the business affected and the number of persons involved. The intensity of the opinion of the public will be measured by the depth of its interest; and the particular form of that opinion, unless distorted by prejudice, will be de-

termined by the information in the possession of the public. Frequently an erroneous opinion is formed through lack of definite and reliable knowledge of the situation. It is therefore of great importance that the public be fully and accurately informed of the facts. The findings of an impartial board of arbitration will necessarily influence public opinion; and that influence will be greatly enlarged and strengthened by the knowledge on the part of the public that the Board has based its conclusions, not upon the presentation of one side only, but upon all of the facts of the case. The ample means afforded by the amended law for ascertaining all of the facts in every case of which the Board has jurisdiction will necessarily increase the confidence of the public in the equity of the Board's conclusions.

Not only does this amendment enable the Board to more fully inform the public, but also to give to the employés information which they are powerless to obtain in any other way. Labor disputes frequently arise from misinformation on the part of the employés as to the business of the employer—the extent of his profits, the conditions of competition and kindred matters. The employer may decline to furnish this information, or, if he attempts to do so, his statements may be disbelieved. The possession of convincing facts would often prevent a strike. It would also, in many cases no doubt, place the employés in a position to secure just concessions from their employers.

Under the law as amended it is in the power of a body of employés who are dissatisfied with the terms of their employment to cause an investigation to be made by the Board of Arbitration, which will bring out facts enabling them to pursue a wise and just course. Quite as true also is it that the employer whose employés make demands which he is unwilling to grant, may secure an investigation by the Board which will lay before the employés and the public, in an authentic form, all of the facts pertaining to the subject-matter of the controversy. This power of investigation, vastly increased by the foregoing amendment, will, it is believed, not only influence public opinion, but will enlighten parties to labor controversies so as to frequently avert threatened strikes and lockouts, or to bring existing difficulties to a pacific conclusion.

2. ENFORCEMENT OF DECISIONS.—Under the law as originally passed, the decisions of the Board were made binding on the parties joining in the application, for a period of six months, unless sooner terminated by one of the parties by sixty days' notice to the opposite party. Obedience to a decision depended entirely upon the good faith of the parties to the proceeding, and if either party chose to disregard it there was no method of enforcing compliance. It is the history of arbitration, so far as it has been applied to labor troubles, that the award of the arbitrators will in most cases be honorably carried out. Indeed, this has been so generally the experience that this Board, in its last annual report, expressed some doubt as to the necessity for legislation on the subject. Subsequent events, however, made it very clear that the power to compel obedience to decisions, in joint proceedings, ought to exist, even though the occasion for its exercise be very infrequent. Accordingly the following new section was incorporated in the amendatory act:

"Section 5a. In the event of a failure to abide by the decision of said Board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the Circuit Court or the County Court in the county in which the

offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the Circuit Court or the County Court (as the case may be), or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the Court, or the judge thereof, if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt; but such punishment shall in no case extend to imprisonment."

A provision somewhat similar to the foregoing is contained in the law of Indiana. It provides for the punishment of offending parties for contempt, but that "such punishment shall not extend to imprisonment except in cases of wilful and contumacious disobedience." This Board, however, in drafting the amendatory act, decided to eliminate all authority for the imprisonment of men for refusing to work, or for refusing to furnish employment, on the terms prescribed in the decision of the Board of Arbitration. While legislation of this kind is to some extent experimental, we are of the opinion that the end sought to be reached will be quite as effectively attained by means of a fine, the amount of which lies wholly within the discretion of the Court imposing the same. If a party charged with failure to abide by a decision shall be able to show to the Court a valid reason for such failure—for instance, the extraordinary hardship imposed, or the utter impossibility of compliance—he will of course be discharged; but where sufficient cause for non-compliance can not be shown, the Court will make such order as may be necessary to secure the fulfillment of the terms of the decision, and for a failure to obey such order, may fine the offending party for contempt of court.

The argument that a fine ordinarily can not be collected from a workingman, and that exemption from imprisonment means his exemption from punishment for contempt of a judicial mandate, is not altogether without force. It should be borne in mind, however, that not all workingmen are without property, and that those who have property are likely to wield the greatest influence among the employés. Most workingmen, however, will wish to avoid the odium of arrest, even though well aware that they can not be imprisoned and that they are without property subject to execution for the collection of a fine. It is therefore believed that the moral effect of this provision will accomplish all that is desired. The existence of the power here conferred will probably make a resort to it unnecessary except in rare instances.

In drafting amendments to the arbitration law, the Board has proceeded with the greatest caution, preferring that its authority should be limited and its decisions in some cases contemptuously disregarded than to make arbitration odious—a thing to be dreaded and utterly avoided. We believe the possibility of imprisonment would make both employer and employé equally and altogether averse to submitting their differences to arbitration. Instead of being made repulsive and terrible, arbitration ought to be made attractive; and that law is

the best which, while making due provision for its enforcement, will hold out the strongest possible inducements for the settlement of all controversies between employer and employés by the peaceful means of arbitration.

3. EXTENSION OF JURISDICTION.—This Board, in its last annual report, pointed out the necessity for the extension of its jurisdiction to an important class of cases growing out of modern conditions, saying:

"By the terms of the law the jurisdiction of the Board is limited to controversies between an employer 'employing not less than twenty-five persons' and his employés. The obvious object of this provision is to confine the work of the Board to controversies affecting a considerable number of persons. The experience ot the last year has suggested an amendment which, while not in the least altering this purpose, will accomplish the more important purpose of extending the power of the Board to all cases deserving of its good offices. It happens frequently that several employers engaged in the same line of business have a common difference with their employés. A strike or lockout will affect all. The business may be of such a character that only a few persons are employed by one employer. Thus none of a half dozen or more employers affected by a common controversy may employ so many as twenty-five persons, and yet in the aggregate may employ several times that number. In such a case the Board has no jurisdiction. The Board would respectfully suggest an amendment making the law applicable to all cases in which the employés of two or more employers engaged in the same general line of business have a common difference with their employers and number in the aggregate not less than twenty-five persons; and to all cases in which two or more employers engaged in the same general line of business, coöperating together, have a common difference with their employés and employ in the aggregate not less than twenty-five persons."

In accordance with the foregoing recommendations, the following section was embraced in the amendatory act:

"Section 5b. When two or more employers engaged in the same general line of business, employing in the aggregate not less than twenty-five persons, and having a common difference with their employés, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employés of two or more employers engaged in the same general line of business, such employés being not less than twenty-five in number and having a common difference with their employers, or whenever the application shall be made jointly by the employers and the employés in such a case, the Board shall have the same powers and proceed in the same manner as if the application had been made by one employer or by the employés of one employer, or by both."

4. REPORTS BY MAYORS OF CITIES AND OFFICERS OF LABOR ORGANIZATIONS.—The Board has heretofore called attention to the importance of prompt information relative to strikes and lockouts, actual or threatened, in the following language:

"It is of the highest importance that the Board be informed promptly, not only of the actual existence of a strike or lockout, but of every instance where a strike or lockout affecting twenty-five or more employés is threatened. In some of the states the law provides that certain city and county officers shall notify the State Board of Arbitration whenever a strike or lockout is seriously threatened or has actually occurred. Under the laws of this State this duty devolves on no one, and the Board is obliged to depend principally upon press reports and upon information obtained by chance. It frequently happens that a difficulty between an employer and his employés does not get into the newspapers until it has assumed the form of a strike or lockout. The most opportune time for arbitration is before a strike or lockout has actually occurred; indeed, the law does not contemplate formal arbitration by this Board unless the application shall contain the distinct promise to continue on in business or at work without any strike or lockout until the decision of such Board, if it shall be made within three weeks of the date of

filing the application. It would seem highly essential, therefore, that the legal duty should devolve upon some officer, whenever a strike or lockout is threatened, or shall have occurred, to immediately communicate the fact to this Board." (Third Annual Report.)

To remedy the defect thus pointed out, the following section is included in the amendatory act:

"Section 6a. It shall be the duty of the mayor of every city, and the president of every incorporated town or village, whenever a strike or lockout, involving more than twenty-five employés, shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the State Board of Arbitration, stating the name or names of the employer or employers and one or more of the employés, with their postoffice addresses, the nature of the controversy or difference existing, the number of employés involved, and such other information as shall be required by the Board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is officer, to immediately communicate the fact of such strike or lockout to said Board, with such information as he may possess, touching the difference or controversy, and the number of employés involved."

COMPULSORY ARBITRATION.

It has been occasionally proposed by persons interested in the labor problem, in order to insure the prompt and effective settlement of all labor controversies, to provide by law that either party may be compelled, at the instance of the opposite party, to submit all differences to arbitration and to abide by the decision of the arbitrating body, either the State Board of Arbitration, or a board especially chosen in each particular case. Early in the session of the 41st General Assembly the subject was seriously considered by half a dozen or more members of both houses, who sought to draft a law of this character; but upon due consideration, the project was wisely abandoned and no measure was introduced in either house embodying any such provision.

While we favor legislation which recognizes some measure of mutual obligation between employer and employé, and the obligations of both to the general public—and in furtherance of these obligations, legislation which will hold out the strongest possible inducements to both employer and employé to adjust differences by arbitration—we do not favor a "compulsory arbitration" law.

There is nothing novel in the proposition to compel the arbitration of labor difficulties. Its advocates have included some professed authorities on labor problems and some men of extensive reputation and acknowledged ability in other fields of thought. We believe, however, that it has never been put to a practical test in any country in which conditions, governmental and industrial, were similar to those which prevail in the states of the American Union. It has never found favor sufficiently with legislators to secure a place upon an American statute book. No official board of arbitration in the United States, so far as we are informed, has commended a law of this character.

The only conspicuous example of a compulsory arbitration law is that of New Zealand. This law is frequently made to serve the purpose of an argument in favor of enforced arbitration in this country. It must be remembered, however, that, aside from the difference in constitutional limitations, the difference between New Zealand and almost every state of the American Union with respect to industrial conditions is so great that consideration of results of the operation of a law of this kind in New Zealand is of little value in arriving at conclusions with respect to the utility, wisdom and justice of such a law in the United States. In New Zealand a comparatively small

proportion of the population and property of the islands can be affected by the law; and economic conditions are such that, no matter how gross may be the injustice resulting from its operation, the general welfare of the people would be but slightly affected. But the consequences must be vastly different in the United States, where millions of men are engaged in mining, manufacturing, transportation and other pursuits which make the relation of employer and employé of the first importance; where competition is so keen that a deviation of a few cents in a wage scale may bring disaster; where many thousands of men may be affected by the adjustment of a single case; where the welfare of the whole country is so largely dependent upon the prosperity of both employer and employé and the existence of amicable relations between them. To say, therefore, that compulsory arbitration has been a successful experiment in New Zealand is scarcely an argument for compulsory arbitration in Illinois.

We are firmly convinced that such a law, leaving out of consideration all constitutional difficulties in the way of its enactment, would be fraught with tremendous danger, imperilling the interests of both employer and employé—for both alike must be subject to its provisions. If an employé may compel his employer to join him in calling upon the board of arbitration to determine differences between them, and then compel him to accept the verdict of the board, the same privilege must be conceded to the employer.

Examples of the operation of a law of this kind may be readily imagined. Suppose, for instance, that an employer notifies his employé that he must reduce his wages twenty-five per cent. The employé declines to accept the reduction, protesting that he can not afford to work for such wages, that he can not support his family thereon, and that he must seek work elsewhere. "But you have no choice in the matter," the employer may say. "We will submit this matter to the board of arbitration, and if I can persuade the board to take my view of the case you will be compelled to work for me at my price, even though you may find better opportunities for employment in other lines of industry."

It is true that in this hypothetical case, the board of arbitration may not take the view of the employer, but on the other hand may decide for the employé, and in that event the latter would suffer no wrong. But the possibility of flagrant injustice must be apparent to all. The equity of a decision will depend upon the personnel of the arbitrating body—the intelligence, fairness and integrity of its members. Perhaps, generally speaking, a state board of arbitration, chosen in the manner provided in most of the states, will be a duly fair and impartial body; but it is easy to conceive that a board might be so constituted as to be notoriously prejudiced, or that a board composed of well meaning but incapable men might commit grave errors of judgment; and under such circumstances liberty and property would be in constant jeopardy.

It is, however, the principle involved which constitutes the chief objection to compulsory arbitration. As we have already pointed out, such a law must necessarily operate alike on both employer and employé. Both the Federal and the State Consitutions provide that no person "shall be deprived of life, liberty or property without due process of law." The right to choose whom one will employ or for whom one will work is one of the chief liberties of men. A legislative enactment cannot take away this liberty, nor can it create an agency clothed with the power of confiscating property.

Compulsory arbitration would make the Board of Arbitration the most autocratic tribunal in the State—transcending the power and authority of all courts—the absolute master of workingmen and their employers—the keeper of their liberties and the arbiters of their fortunes.

It is important to make a careful distinction between the compulsory submission of labor differences to arbitration and compulsory obedience to decisions in cases voluntarily submitted by the parties to the controversy.

When both employer and employés voluntarily agree to refer their differences to a board of arbitration for determination, they are presumed to know something of the character and capabilities of the men composing the arbitrating body and to repose in them a sufficient degree of confidence to induce them to entrust their respective rights to the enlightened judgment of these men. This voluntary submission and the decision made on the questions presented constitute a contract entered into with all conceivable freedom and fairness, whose terms should be adhered to, and there is no element of injustice in enforcing its execution by judicial process; for the enforcement of contracts has been largely the occupation of the civil courts for many centuries.

But a law which takes from men the right to freely make contracts of employment and service, and which clothes three persons with absolute authority to make and enforce such contracts for all the people of the State—thereby imperilling property and depriving men of a fundamental liberty—is an entirely different proposition, amounting to revolution in the law of the land, overturning a principle which has endured from the beginning of our government, and which is now so firmly established as to have become canonized in American constitutional law.

TROUBLE IN THE COAL FIELD.

The chief labor disturbances of the past year have occurred in the coal fields of the State. Following the conference at Pittsburg in 1897, there was an inter-state meeting of operators and miners held at Chicago in January, 1898, at which a scale of mining rates for the several states represented was agreed upon. For Illinois a base rate of forty cents a ton, run of mine, was fixed for the Danville field, on the understanding that a relative scale for the remainder of the State should be mutually determined by the operators and miners of Illinois. Accordingly a joint committee, consisting of twenty-one operators and twenty-one miners, met at Springfield February 24th and 25th, 1898, and fixed a scale for the several mining districts of the State. This scale was to take effect April 1st of that year. The price fixed for the mines in what is known as the "Chicago & Alton sub-district," embracing all of the mines on the Chicago & Alton railroad south of Springfield, was forty cents per ton, run of mine. This also was the rate fixed for Pana. In both cases the operators, declaring that they could not profitably pay this rate, ceased operations April 1st. These were the only conspicuous failures to accept the scale prices, practically all other mines in the State, then or subsequently, accepting the scale and continuing in operation.

THE VIRDEN CASE.

About two months after the lock-out had been inaugurated in the Chicago & Alton sub-district, the operators and miners joined in applications to this Board for the arbitration of the existing difficulties. The Board at once proceeded to Virden and, the several cases being consolidated, the hearing occurred June 8th. A transcript of the evidence heard in the case will be found in the Appendix to this report. On June 13th, the Board announced its decision, as follows:

"STATE OF ILLINOIS,
BOARD OF ARBITRATION,

SPRINGFIELD, June 13, 1898.

"In the matter of the joint application of the Chicago-Virden Coal Company, the Virden Coal Company, the Chatham Coal Company, the Girard Coal Company and the O'Gara & King Mining Company and their employés. Cases consolidated by agreement. Petitions filed June 3d, 4th and 6th, 1898. Hearing June 8th, 1898.

DECISION.

"In this case the applications were made in the first instance by the employés and were joined in by the employers. The employers are the owners and operators of coal mines situated in what is known as the 'Chicago & Alton sub district,' embracing all mines on the Chicago & Alton railroad south of Springfield—nine mines in all—employing on an average, in 1897, 778 miners. All of the mines in the sub-district except two (those at Carlinville and Nilwood, employing on an average 120 miners) were represented in this proceeding. The mines represented are located as follows: Chicago-Virden Coal Company, Virden and Auburn; Virden Coal Company, Virden; Chatham Coal Company, Chatham; Girard Coal Company, Girard; O'Gara & King Mining Company, Green Ridge.

"The statement of the difference which the Board was called upon to determine was identical in the several applications—such difference being common to the operators and miners of the entire sub-district—and was as follows:

"That the joint conference of operators and miners held in the city of Springfield on the 24th and 25th of February, 1898, decided that the mining price of said company should be forty cents per ton, run of mine, and that the said company have up to the present refused to pay it; such difference being cause for present dispute.'

"The several causes were consolidated by consent of all parties, and the hearing was conducted at Virden June 8. The miners were represented by delegates from each of the mines affected, who selected one of their number as spokesman, and were further represented by the president and secretary of the State organization of the United Mine Workers of America. The operators, in addition to their personal presence and participation in the proceedings, were represented by an attorney.

"The issue presented, it will be observed, directly involved the mining scale decided upon at the joint conference of operators and miners held at Springfield, February 24 and 25, 1898, to which reference is made in the applications. It is important to understand the character of this conference and the antecedent circumstances. To avoid a repetition of the deplorable coal strike of 1897, a joint meeting of operators and miners, representing the states of Pennsylvania, Ohio, Indiana and Illinois, was held at Chicago January 17 of the present year, for the purpose of agreeing upon a mining scale for the states mentioned. A scale was prepared and adopted, but as applied to Illinois it fixed only a base rate of forty cents for the Danville field, on the understanding that a relative scale for the remainder of the State should be mutually determined by the operators and miners of Illinois. Pursuant to this understanding a joint committee, consisting of twenty-one operators and twenty-one miners, met in Springfield February 24 and 25, and after due deliberation a scale of mining prices for the several districts of the State was agreed upon. For the group of mines constituting the "Chicago & Alton sub-district" the price was fixed at forty cents a ton, run of mine. The scale was to go into effect April 1. The operators in this sub-district declared that they could not operate their mines except at a loss at the forty cent rate, and on April 1 ceased operations. No more work was done at these mines until an agreement was reached to bring the question before the State Board of Arbitration, when the mines resumed operation pending the decision of this Board.

"Thus it will be seen that the manner in which the so-called 'Springfield scale'—that is, the scale promulgated at the February conference—was formulated is of the first importance. It appears from the evidence that both the operators and miners of the State were fully represented. The operators of the Chicago & Alton sub-district were represented by Mr. F. W. Lukins, general manager of the Chicago-Virden Coal Company. It appears that the forty cent rate for that district met with stubborn opposition on the part of Mr. Lukins. The scale was adopted by a majority vote. It is now contended that a majority vote was insufficient. It seems that at the outset there was an understanding that a unanimous vote should be required for the adoption of a scale; but a rule was subsequently adopted requiring only a majority vote, and it was under this rule that the scale was adopted.

"The miners contend that the proceedings in connection with the adoption of the scale were regular in every respect; that the scale was based upon a thorough knowledge of relative conditions; that both the operators and miners of the Chicago & Alton sub-district were represented in the conference, and were parties to the agreement therein made; and that the scale should bind all who participated in its formulation.

"The miners, at the annual State convention of their organization, held in May, unanimously endorsed the scale for the whole State. At the same time and place (May 20 and 21, at Springfield) a joint convention of miners and operators of the State was held for the purpose of hearing objections to the scale. Before this joint convention Mr. F. W. Lukins, representing the operators of the Chicago & Alton sub-district, appeared and sought redress—a circumstance which would seem to be a virtual acknowledgment of the authority of the committee of forty-two to formulate a scale for the entire State. The joint convention declined to make any change whatever in the scale.

"The operators of the sub-district contend that it is practically impossible to operate their mines at a profit and pay forty cents a ton, run of mine, for mining. It is pointed out that their chief competitors, the operators in the Danville and Grape Creek fields, in which the mining rate is the same, have superior advantages, principally in the matter of freight rates; and that, for this reason, there can be no approach to an equality of terms unless there is a reduction of the mining rate in the Chicago & Alton sub-district. Although evidence on this point was permitted to be introduced, the Board, for reasons made clear in the course of the hearing, has not inquired into the question with a view to its determination. We make no attempt to specify a rate which we think would be both equitable and practicable, from the fact that, in our opinion, circumstances preclude us from doing so. The question of controlling importance is whether or not the so-called 'Springfield scale' should be adhered to in this case.

"The manner in which this scale was formulated has been already set forth. No one pretends to say that this agreement is of such a nature as to constitute a contract in the technical sense—a contract enforcible at law or in equity. If it were, this Board would have no jurisdiction of the matter. But in our judgment the agreement is of such a character that its terms should be respected by all parties to it, and should not be set aside except by the parties themselves. It is in the nature of a compact; a compact between the individual operators, between the individual miners as represented in their State organization, and a compact between the operators on one hand and the miners on the other. It has met with general acquiescence. Of the 853 mines in the State, employing more than 33,000 men, the scale has been accepted by all, it appears, with the exception of the operators of about a dozen mines, employing approximately 1,500 men. No case has so far arisen in which the miners have refused to abide by the scale.

"All agreements of this kind depend for their fulfillment entirely upon the good faith of those who make them. The manner in which this scale was fixed was such that we believe it should not be disturbed, except for the gravest reasons. If one part of a compact may be abrogated at the pleasure of any party dissatisfied with its terms, all parties may justly claim a like privilege.

"In the evidence as presented we fail to find any justification for interference on the part of this Board. Until the agreement in question shall have been mutually abandoned, we cannot do otherwise than to decree its enforcement in good faith. If both operators and miners were to repudiate the scale price, and refer to this Board the question of what is a fair and reasonable mining rate, the question would then be a proper subject for investigation and decision. In this case, no such course has been pursued. Under the circumstances, this Board will not assume authority to set aside the scale.

"Until the existing agreement shall have been superseded by another, or until the present scale, so far as it affects the sub-district in question, shall have been mutually and voluntarily abandoned and the question submitted

anew, we are of the opinion that the operators of the Chicago & Alton subdistrict, parties to this proceeding, should pay the miners employed by them forty cents a ton, run of mine, and it is so adjusted.

"J. McCan Davis, Secretary. Horace R. Calef, Chairman.
W. S. Forman.
Daniel J. Keefe,
State Board of Arbitration."

The operators refused to be bound by this decision and continued the lockout.

In August another attempt was made to bring about a settlement by means of arbitration. This time, however, the matter was not referred to the State Board of Arbitration, but to a board of referees mutually agreed upon, chosen by Mr. M. D. Ratchford, president of the United Mine Workers of America, and composed of Edward McKay, of Pennsylvania, chairman; W. D. Ryan, of Illinois, Secretary; J H. Kennedy, of Indiana, and John Mitchell, of Illinois, vice president of the United Mine Workers of America.

This board of referees, after making an exhaustive investigation, fixed the price at forty cents per ton—the scale price. Again the operators refused to accept the decision of the arbitrators, and the suspension continued.

The locked-out miners remained orderly and peaceable until October, when the Chicago-Virden Coal Company attempted to import, under the protection of armed guards, a train load of negro miners from Alabama to take the places of the union miners. This attempt led to the bloody battle of the 12th of October between the union miners on the one side and on the other the guards on the train and within the stockade surrounding the mines, erected for the protection of the imported miners. Sixteen persons were killed and several others were more or less severely wounded. Governor Tanner hurried State troops to the scene of the trouble for the protection of life and property.

It is not within the province of this report to enter into the details of this unfortunate event, or to attempt to fix the responsibility for its occurrence. It is proper to remark, however, that, as must be apparent to all, if the Chicago-Virden Coal Company had fulfilled its promise to abide by the decision of the Board of Arbitration, the terrible bloodshed of the 12th of October would have been altogether averted. It would have been averted also if the attempt had not been made, under the protection of Winchesters in the hands of guards employed in another state, to bring into a hitherto orderly and law-abiding community several hundred negro miners, many of whom, according to widespread report, had been prison convicts in Alabama, thus not only inflaming the passions of the men whom they were to supplant, but offending the public sense of decency and justice.

The attempted importation of negro miners proved a failure. The first train load, which was the occasion for the battle, was not landed, and a subsequent attempt, after the arrival of the State troops, to bring in another train load failed, because Governor Tanner would not permit the imported miners to leave the train.

The end of the trouble at Virden and throughout the Chicago & Alton sub-district came November 15th, when, at a conference held in Chicago, presided over by a member of this Board (Mr. Keefe), the operators and miners of the sub-district entered into a new agreement, by which the mining rate was fixed at forty cents per ton run of mine, the agreement to continue in force until April 1, 1899.

The following is a copy of the agreement entered into with the Chicago-Virden Coal Company:

"Agreement by and between the Chicago-Virden Coal Company and the United Mine Workers of America, entered into in Chicago on November 15, 1898, and to continue in force until March 31, 1899:

"The price per ton, pick-mined, run of mine coal, shall be forty (40) cents; price per ton, machine-mined coal, shall be thirty-three (33) cents; entry price for driving eight-foot entries, per yard, $1.35; entry price per ton, machine mining, thirty-eight (38) cents; room-turning, hand-mining, $2.50.

"Engineer Wright to be removed on or before December 10, 1898; Engineer Appleton to be removed on or before January 1, 1899, provided the Association of Hoisting Engineers refuse to reinstate him as a member of their association; the removal of Pit-boss Crouch on or before December 10, 1898; the removal of Pit-boss Ralph English on or before December 10, 1898, if a majority of the miners of Auburn demand his removal on that date, operators to be given ten days after December 10, 1898, to secure a certified pit-boss to take his place; the removal of Charles Evans on or before December 1, 1898.

"The stockades to be removed by the Chicago-Virden Coal Company.

"An equal turn to be given all of the miners as far as practicable. Props to be sawed square on butt end, after props now on hand have all been used. No blacksmithing to be charged in machine mines. No docking for loading of unclean coal. The method of dealing with those who refuse to load unclean coal to be agreed upon between the superintendent and the pit committee at the mines.

"The miners and mine laborers expressly agree to observe the laws and constitutional requirements of the United Mine Workers of America regarding strikes, etc.

"It is further agreed that the employés of the Chicago-Virden Coal Company have agreed to observe such reasonable rules as the company may have for the proper government of their mines.

"No employés to be discharged without good and sufficient cause.

"It is further agreed that all former employés shall be re-employed without discrimination.

"The following scale of wages for day laborers is agreed to:

Company men	$1 75
Drivers	1 75
Track layers	1 90
Trappers	75
Timber men	1 90
All other inside labor	1 75

"Outside labor to be paid the scale agreed to between the Chicago-Virden Coal Company and said top men during the resumption of work last June."

Signed by
CHICAGO-VIRDEN COAL COMPANY.
Per
T. C. LOUCKS, *Pres.*
F. W. LUKINS, *Gen'l Man.*
F. E. HALLIGAN,
DAN'L J. KEEFE, *Chairman.*

Signed by
UNITED MINE WORKERS OF AMERICA.
Per
JOHN MITCHELL,
JOHN M. HUNTER.
W. R. RUSSELL,
W. D. RYAN,
EDW. CAHILL."

The following is a copy of the agreement made in the case of the O'Gara & King Mining Company:

"CHICAGO, November 16, 1898.

The following agreement to remain in force from date until April 1, 1899:

"Memorandum of agreement between the O'Gara & King Mining Company and the United Mine workers of America.

"Section 1. The price per ton of pick-mined, run of mine, coal to be forty cents, the miners agreeing to shoot the bottom coal before shooting the top coal.

"Section 2. Entry price to be $1.35 per yard for 8-foot and $1.15 for 12-foot entries; turning room, $2.50; machine mining, thirty-three (33) cents per ton, run of mine coal; entry machine mining, 8-foot, thirty-eight (38) cents per ton, square turn to be kept, each miner receiving an equal number of cars. Props to be sawed square on butt end. No docking for loading unclean coal. Some arrangement to be agreed to between the superintendent of the O'Gara & King Mining Company and the pit committee which will fully protect the said company. The employés of the O'Gara & King Mining Company expressly agree to observe carefully the laws and constitutional requirements of the United Mine Workers of America. No employés to be discharged without good and sufficient cause. The miners agree that mass meetings will not be held in the mines. The company agrees to employ all former employés without discrimination. The following scale of wages to be paid day laborers:

Company men	$1 75 per day
Drivers	1 75 "
Track layers	1 90 "
Timber men	1 90 "
All other inside labor	1 75 "
Trappers	75 "

Outside labor to be paid the scale agreed to between the O'Gara & King Mining Company and said top men during the resumption of work last June. The company agrees to furnish the pit committee with a check and permit them to check off union dues and other assessments required by the United Mine workers of America." Signed,

UNITED MINE WORKERS OF AMERICA.
JOHN MITCHELL,
JOHN M. HUNTER,
W. R. RUSSELL,
W. D. RYAN,
EDW. CAHILL.

DAN'L KEEFE, *Chairman.*

THE PANA CASE.

The miners at Pana filed application for arbitration July 12, 1898. Previously Mr. Calef, Chairman of this Board, had visited Pana in an effort, by conciliatory means, to bring about a settlement. But the operators, especially the Penwell Coal Company, absolutely declined to enter into negotiations with the men, nor could they be induced, after the filing of the application by the miners, to join in the proceeding. The hearing occurred at Pana, July 16th, 1898. Subpœnas had been duly served upon representatives of the several companies, whose testimony was desired by the Board, but without exception the subpœnas were ignored and the companies were with-

out representation at the hearing. The Board heard a large number of witnesses (an abstract of whose evidence will be found in the Appendix) and on July 21st rendered the following decision:

"STATE OF ILLINOIS.
BOARD OF ARBITRATION,
SPRINGFIELD, July 21, 1898.

"In the matter of the application of the employés of the Penwell Coal Company, the Pana Coal Company, and the Springside Coal Company, all of Pana, Illinois.

Application filed July 12, 1898. Hearing July 16, 1898.

"In this case application for arbitration was made by a majority of the coal miners employed by the three companies above mentioned—in all about six hundred men. In each application the statement of the grievance was as follows:

"'We believe we were overrated by the United Mine Workers of America in the scale price fixed at Springfield, Illinois, in February, 1898. But we have reasons to believe, and we do believe, that the said company can well afford to pay thirty-five cents per ton for mining, considering the prices they receive in market, and we have proposed to work at the above price (thirty-five cents), which price has been refused us by said company, in consequence of which difference and controversy we are now idle and have been idle ever since April 1, 1898.'

"An effort was made on the part of the Board to induce the operators to join in the application, but they refused to do so. The Board then proceeded to make an investigation in obedience to that provision of the law which requires the Board, in a case in which one side to the controversy applies for arbitration, the other not joining, to make a careful inquiry into the cause of the difficulty, hear all persons interested, and advise the respective parties what, if anything, ought to be done or submitted to by both to adjust the dispute. The hearing occurred at Pana, July 16th. The officers of the coal companies involved were duly subpœnæd as witnesses, but all failed to appear before the Board, and the three companies were unrepresented at the hearing. Subpœnæs were issued for a large number of miners, as well as for a number of business men, and all responded with promptness and testified with commendable frankness. The miners were represented by John M. Hunter, president, and W. D. Ryan, secretary, of the State organization of the United Mine Workers of America; John Mitchell, the national vice-president; G. G. Cravens, president of the local miners' union, and others.

"This is the second instance, since the adoption of the so-called 'Springfield scale' which took effect April 1st, in which the Board has been called upon to adjust differences between coal miners and operators. The first involved the price in the Chicago & Alton sub-district, embracing the mines on the Chicago & Alton railroad south of Springfield. In that case the only question presented in the application was whether or not the Springfield scale, so far as it affected the mines in that district, should be maintained. By the terms of the application the Board was precluded from fixing a price independantly of the agreement entered into between the miners and operators at the February conference. The decision of the Board was, in substance, that the agreement was of such a nature that its terms should be respected and adhered to so long as one party should insist upon its fulfillment.

"In the present case, however, not only have the operators refused to pay the scale price of forty cents per ton, but the miners of Pana have voluntarily abandoned it, with the acknowledgment that it is too high to make competition practicable, and have requested the Board to fix a price independently of the compact made in February. It has been the effort of the board, therefore, to make such inquiry as would enable it to recommend a mining price which would be fair to both operators and miners, enabling the operators to successfully meet their competitors in the market and affording the miners an opportunity to earn fair wages.

"The Springfield scale was formulated in such a manner; it made such a general and substantial but conservative advance in mining prices; it has been so generally accepted by both miners and operators throughout the State, that the board has felt the greatest reluctance to do anything which would lead to its disturbance. When, however, in any particular locality, the question of price is submitted by miners or operators, or by both, solely on its merits, all existing obligations being waived, the Board has but one duty to perform, and that is to endeavor to fix an equitable and practicable price.

"In the determination of a mining price under existing conditions there are three requirements:—First, the price must be one which the operator can pay and continue to do business at a fair profit; second, it must be such that will enable the miner to earn fair wages; and third, it must be fair to competing operators in other portions of the State who, in good faith, are paying the scale price.

"The Pana mines were closed April 1st, the date of taking effect of the Springfield scale. The only reason assigned was that the companies could not profitably pay the scale price of forty cents a ton. All efforts on the part of the miners to fix a different price by mutual agreement with the operators proved futile. At length the operators peremptorily refused to meet any committee from the miners, or to recognize their organization.

"For the five months prior to April 1st the miners were receiving twenty-seven and one-fourth cents per ton run of mine, all supplies except powder being furnished by the company. This was regarded as equivalent to thirty cents (the price under the scale which existed then), were the men to furnish their own supplies. At the February conferance in Springfield, the representative of the Pana miners (Mr. G. G. Cravens, now president of the local union) contended for an advance of three cents per ton, making the price thirty-three cents. The proposition was rejected, however, and the price fixed at forty cents. This is now admitted by the miners at Pana to be disproportionately high. While their formal demand is for thirty-five cents, yet their chosen representative, Mr. Cravens, in his testimony before the Board, expressed the opinion that thirty-three cents would be the proper price—fair to the miners, to the Pana operators and to competing operators in other parts of the State.

"Several facts elicited in the course of the inquiry appear to justify this conclusion. The mines at Pana and those at Danville are competitors in the Chicago market, and the mining price for the two places should be, so far as practicable, competitive. The freight rate from Danville to Chicago is sixty-two and one-half cents a ton; from Pana to Chicago, eighty cents a ton, making a differential against Pana of seventeen and one-half cents in the matter of freight rates. This fact of itself clearly gives Danville a superior advantage. The advantage, however, is offset, at least in part, by the fact that the market price of Pana coal is higher than that of the coal produced at Danville. The conditions at Pana are far more favorable to the miners than at Danville, the producing capacity of the individual miner being much greater. According to the best information the Board was able to obtain in the course of the inquiry, the usual differential between the two places during the past three or four years has been about seven cents per ton. On this basis, the mining rate at Danville being forty cents, that at Pana should be thirty-three cents.

"Some attempt was made at the hearing at comparison between Springfield and Pana. The mines at Springfield are now paying the scale price of 40.7 cents. The freight rate from both places to Chicago is the same. But at Springfield the local consumption is so large that at the present time it takes practically the entire output of the Springfield mines, the shipments being insignificant, while the local consumption of coal at Pana is comparatively small. There is an important difference between the two places in the matter of powder. At Pana a keg of powder will produce on an average about one hundred and fifty tons of coal, while at Springfield it will produce on an average only about twenty-eight tons. As the miner buys his own powder (paying for it one dollar and seventy-five cents per keg) this is a difference of nearly five cents in favor of the Pana miner in the item of powder alone. Other conditions at Pana are much more favorable to the miner than at Springfield.

"There is a practice in vogue at Pana which imposes a great hardship upon the miners and demands the severest condemnation. That is what is known as the coupon system. The coal companies require their miners to accept coupons for about half of the amount of wages due them on each pay day. These coupons are redeemable by the company issuing them only at a discount of six per cent. Theoretically they are good for their face value in trade at certain stores; but the merchant who takes them can secure cash for them only by accepting a discount of six per cent. The miner who wishes to obtain cash on the coupon must submit to the same injustice. The obligation on the part of the miners to accept the coupons is made a condition of his employment, for the miner who refuses them and insists upon the payment of his wages in cash is promptly discharged. Thus the miner is deprived of no small proportion of his earnings by a system for which there is no possible justification.

"Taking into consideration the existing conditions and circumstances, it is the opinion of the Board that the mining price at the Pana mines should be thirty-three cents per ton, run of mine, the company in each case furnishing all supplies except powder, and that payment of wages should be entirely in money or its equivalent, and that the coupon system should be abolished.

"HORACE R. CALEF, Chairman,
"W. S. FORMAN,
"J. MCCAN DAVIS, "DANIEL J. KEEFE,
Secretary. *State Board of Arbitration.*"

As the operators were not parties to the proceeding, this decision was merely advisory. But the miners accepted it and signified their willingness to resume work at the thirty-three cent rate, notwithstanding the fact that it involved a reduction of seven cents per ton in the scale price. The price fixed by the Board was so universally conceded to be equitable that for a time the hope was entertained that it would be paid by the operators and the trouble be thus happily terminated. The operators, however, ignored the findings of the Board and the suspension continued.

The Pana operators set the example in the importation of negro miners from the South which was followed by the Chicago-Virden Coal Company with such disastrous results. Several hundred were brought from Alabama and put to work in the Pana mines. Rioting followed and the situation finally became so alarming that Gov. Tanner sent troops to Pana, and on November 21, 1898, placed the city and all territory within one mile of its corporate limits under martial law. The Pana mines have continued in operation with the negro miners at work, but the locked-out union miners have by no means abandoned the contest. The condition which still prevails in Pana is one of unrest and turmoil, to the great injury of all local business and industrial interests—a situation which cannot continue indefinitely and which it is hoped will be relieved ere long by peaceful means.

STATEMENT BY GOVERNOR TANNER.

In a signed statement given to the press November 24, 1898, Governor Tanner said concerning the Pana and Virden troubles:

"My aim has been to protect the rights of both capital and labor.

"In 1897 the competition between the eastern and western coal fields for the possession of the market afforded by the great Northwest culminated in a memorable strike on the part of the coal miners in all the states, which led to

the calling of a joint convention of the miners and mine owners from West Virginia, Pennsylvania, Ohio, Indiana and Illinois for the purpose of agreeing, if possible, upon a scale of wages to be paid in each of these states, under which the mines in all of them could be operated without loss.

"The labors of this convention resulted in the adoption of a scale as between the states, and a subsequent subsidiary convention was held in Illinois to determine the wages to be paid in each of our mining districts. All of the miners in Illinois were represented in this convention, which met in Springfield, and a scale was there adopted.

"There are 800 mines in this State, and 785 of them are now operating under the Springfield scale. The only important mines which shut down were those at Pana and Virden. This agreement between the mine owners and their employés was in the nature of a contract, which could have been enforced at law had it been between individuals, and was morally binding upon all parties represented in the two conventions to which reference has been made.

"The mine owners at Pana and Virden refused to stand by the terms of the agreement, claiming they could not operate their mines under it except at a loss. The closing of these mines has been called in many newspapers a strike, but it was not a strike; it was a lockout and lasted for approximately six months, to the great injury of the miners, who were ready and willing to go to work upon the same terms as other miners in the same territory, to which they regarded themselves as entitled under their contract. The price named for mining in the scale was 40 cents per ton; the price offered by the mine owners was 25 cents.

"The mine owners at Pana, being unable to induce their operatives to enter the mines at any lower price than that named in the scale, brought in negroes from Alabama to take their place. This they did without violating any law or creating any disturbance of the peace. I regarded their action as unfair and uujust, but saw no reason why I should interfere in favor of either party to the quarrel so long as the peace was preserved.

"When a riot broke out in the streets of Pana, due to the importation of labor, I sent troops to the scene of the conflict, with instructions to prevent further rioting, maintain order and protect both life and property, but limited their activity to the town of Pana. They were not to go outside the town for the purpose of protecting the mines or the men there employed, who, in my opinion, needed no military protection.

"Meanwhile the owners of the Virden mines prepared to follow the lead of the Pana mine owners. They hired negroes in Alabama and imported into the State a train load of them, who were met at Springfield by representatives of the miners' union and peaceably and lawfully persuaded to return to their homes in the South, the union promising to pay the costs of such return. The Virden mine owners, by their agents, then hired a second lot of negroes in Alabama and gave notice that they would bring them in at the point of the bayonet, if necessary. They erected a stockade or fort for their protection.

"The miners of the district were aroused and began assembling at Virden in great numbers, prepared to resist force by force. The situation was alarming and dangerous to a high degree. My sympathies were with the miners who regarded themselves as outraged and oppressed, and in this opinion I agreed with them.

"I did not and do not deny the legal right of the owners to hire labor in the cheapest market open to them within the territory of the United States, nor have I any objection to offer to the employment of colored miners as such. I believe, however, that a great moral wrong was done to their employés by the mine owners both of Pana and of Virden, in view of the fact that they had been parties to the Springfield scale and afterwards refused to abide by it. This belief is strengthened in my mind by the further fact that the question of wages at Virden was referred to the State Board of Arbitration and decided adversely to the mine owners, but still they persisted in their refusal to pay the price therein named.

"In a conversation had with their manager over the telephone, he asked me to send troops to Virden, ostensibly to keep the peace, but in fact to aid him

to land his imported negro miners safely within the stockade which he had erected,thus enabling him to carry his point. This would, in my judgment, have been to make myself and the government of the State a party to the wrong. I refused his request and notified him that he was violating the law by bringing these men into the State under an armed guard not deputized under any legal authority to bear arms, and that there would be no breach of the peace unless he himself should provoke it.

"He chose to persist in his unlawful course, and the fatal affray ensued, for which, when the judicial investigation now in progress for the purpose of bringing to light all of the circumstances attending it shall have been concluded, the Virden mine owners will have to accept the entire civil and criminal responsibility. I then sent troops to Virden and restored order. The mine owners, after the arrival of the troops, made a second attempt to land these imported negroes, which, by my order, the militia prevented. Since then the owners of the mine have agreed to the scale under which they said they could not operate, have operated their mines, have taken into them all of their old operatives and have acceded to all of their demands, including the discharge of the former obnoxious manager, pit boss and engineer.

"It was doubtless the success of the Virden miners in winning their fight which led to a renewal of the trouble at Pana. From the conflicting reports brought to me, I am unable to determine who began the fighting, whether it was the imported negroes or the locked-out miners still on the ground. A vendetta has broken out in which both parties to the controversy are active, and life and property in Pana are so insecure that the only practicable method of restoring peace and safety is to disarm all of those engaged in it.

"My proclamation of martial law within the town of Pana and the adjacent territory within one mile in each direction is designed to secure this result, for the attainment of which I have allowed forty-eight hours, and have ordered troops to the scene of the conflict in sufficient numbers to accomplish it. The operation of the civil laws is in no wise suspended. The disarmament of the force employed to guard the mines and the negro miners employed therein necessarily devolves upon me the moral and legal obligation to protect both, and this obligation I shall fully meet and discharge.

JOHN R. TANNER."

MT. VERNON COAL CASE.

March 29, 1898, the Board received the following communication from the Mayor of Mt. Vernon, Ill.:

"MT. VERNON, Ill., March 27, 1898.

Board of Arbitration, Springfield, Ill.:

"GENTLEMEN:—I have been informed today that unless something is done to avert it, we will have a strike among our coal miners beginning the first of April. It will mean the laying off of about one hundred men. I would suggest that you send a man down here at once.

Yours truly.

ANDY HALL."

This was followed by a request for blanks, etc., from the Mt. Vernon Coal Company.

Arbitrator Forman visited Mt. Vernon April 1 to investigate the situation. In a letter dated April 4, addressed to Chairman Calef, Mr. Forman stated:

"The mine in operation at Mt. Vernon is owned by a few business men and farmers. It seems that it has never made more than expenses—perhaps not that. Prior to the fixing of the scale which went into effect the first of April, the miners were paid forty cents per ton. Nashville, the nearest competitor,

was paying twenty-eight cents per ton. The output of this mine goes principally to the Louisville and Nashville Railroad Company and to local points within a few miles of Mt. Vernon; the freight rate shuts them out of the St. Louis market. These facts I obtained both from the operators and the members of the miners' committee.

"The present scale is fifty cents per ton, and that at Nashville is forty-five cents. The miners claim, however, that the coal is harder to mine than at the Nashville mines.

"The operators agree that they would pay the new scale, and then apply to the Louisville & Nashville Railroad Company for an increased price of ten cents per ton, and that if this concession was made they would continue the operation of the mine and pay the rate fixed by the new scale, and no further trouble would arise; but if the railroad company refused to pay the extra ten cents per ton, then the mine would run at a loss of seven or eight dollars per day, and this would necessitate shutting down. In case the railroad company insisted on the price, the operators were very anxious to submit the matter to our Board for arbitration.

"The miners, however, insist that this scale was fixed by a representative committee, selected by both miners and operators, and that their local committee had no power or authority to submit this question to our Board. The committee further stated that if the committee that fixed this scale could be reconvened and a change made they would be satisfied; or if the executive committee of their district would assume jurisdiction and reduce the scale, they would stand it.

"Of course the committee representing the miners insist that fifty cents per ton is not too much for digging this coal, but it seems that there is a very good feeling between the miners and the owners of this mine. The men have constant employment and have been paid whenever they demanded. Orders are given on stores suggested by the miners, and ninety-eight cents on the dollar in money can be obtained for these orders at almost any store in town, so I am informed."

Efforts on the part of the Mt. Vernon Coal Company to secure a higher price for its coal proved unavailing. The fifty cent mining rate was given a trial, but proved so unprofitable for the company that it ceased operations. Subsequently work was resumed at the forty cent mining rate, and operations continued on this basis.

In December, 1898, the Mt. Vernon Coal Company and its employés joined in an application to this Board for the adjustment of the mining rate. The hearing occurred at Mt. Vernon January 27, 1899, having been postponed until that time by agreement of parties. On February 1 the Board rendered a decision fixing the mining rate at forty cents and recommending a reduction in the price of powder and the payment of wages every two weeks instead of monthly. This decision was accepted by both sides, and the mine continued in operation.

Following is the text of the decision of the Board in this case:

"STATE OF ILLINOIS
BOARD OF ARBITRATION.

SPRINGFIELD, February 1, 1899.

"In the matter of the joint application of the Mount Vernon Coal Company, of Mount Vernon, Illinois, and its employés. Hearing at Mount Vernon, January 27, 1899.

"In the application filed in this case, the difference submitted to this Board for adjustment is stated as follows:

"A difference of opinion as to what should be the price paid for mining coal in said mines, based on the earning capacity of the miner and the competing chances for the company, the miners claiming the Springfield scale—namely, fifty cents per ton, gross weight—the said coal company claiming said scale to be unjust."

"The Board finds, in this case, that by the so-called "Springfield scale," which applies to the entire State, and which became effective April 1, 1898, the price fixed for the Mount Vernon mine was fifty cents per ton, gross weight; that prior to that date the price paid by the Mount Vernon Coal Company was thirty-five cents per ton, gross weight; that for some time following April 1 the company paid the scale price of fifty cents per ton, but at length ceased operations, claiming that the business could not be conducted profitably at the scale price; that subsequently operations were resumed at forty cents per ton, and that this is the price now being paid. The miners insisted upon fifty cents per ton, but agreed to continue at work pending the decision of this Board, and the mine continued in operation without any strike or lockout.

"In the investigation of this case the Board took into consideration the earning capacity of the Mount Vernon miners as compared with the earning capacity of miners who are receiving the scale price in other fields, and also the conditions under which the Mount Vernon Coal Company must meet its competitors. We find that the conditions at Mount Vernon are quite favorable for the miner, and that the average miner can produce from four to six tons per day. At the price now being paid this would mean to the average miner wages ranging from $1.60 to $2.46 per day. The conditions at Nashville, Kinmundy and Williamson county mines appear to be even less favorable for the miner than at Mount Vernon. At Nashville the scale price of forty-five cents per ton, the highest mining price prevailing in the Southern Illinois field, is being paid, but Nashville, because much nearer St. Louis, enjoys the advantage of correspondingly lower freight rates. At Kinmundy the scale price is forty-one cents, while in Williamson county the price being paid is thirty cents a ton. These facts force upon us the conclusion that if the Mount Vernon Coal Company is required to pay fifty cents per ton, it can not continue in operation at a profit to its stockholders, but possibly at a very considerable loss to them—a circumstance which would mean the ultimate closing of the mine. It is evident, also, that at forty cents a ton the earning capacity of the miner is quite as large as at any other mine in which there is any approach to similarity of conditions.

"It is therefore adjudged that the Mount Vernon Coal Company pay all miners in its employ forty cents per ton, run of mine.

"The evidence elicited the fact that hitherto the miners have been paying the company $2 per keg for powder and sixty-five cents per gallon for oil. These prices are somewhat higher than are being paid elsewhere, and while they were not directly in issue, we recommend as a matter of justice, that the prices be reduced to $1.75 per keg for powder and forty-five cents per gallon for oil. We also recommend that instead of a monthly pay-day, the men be paid every two weeks in cash.

"HORACE R. CALEF, Chairman,
"W. S. FORMAN,
"DANIEL J. KEEFE,
State Board of Arbitration."

"J. MCCAN DAVIS, Secretary.

MISCELLANEOUS CASES.

The following illustrative cases show the general scope of the work of the Board and its mode of procedure:

In March, 1898, the ladies' tailors employed by Marshall Field & Company, Carson, Pirie, Scott & Company and others went on strike, their grievance being that women were employed in the making of certain parts of ladies' suits. The strike continued for several weeks. No one of the employers employed a sufficient number of tailors to give authority under the law to request the intervention of the State Board of Arbitration. Arbitrator Keefe, however, had several conferences with representatives of both employers and employés. The difficulty was finally adjusted by mutual agreement.

In the latter part of March, 1898, the quarrymen employed at the Western Stone Company, and others, at Lemont, Illinois, struck for an increase of wages from $1.25 to $1.50 per day, the increase to take effect April 1st. The employers resisted the demand on the ground that it had been an established custom for many years to pay $1.25 per day from November 15th to May 1st and $1.50 per day from May 1st to November 15th. As both sides refused to make any concessions, the quarries remained closed until May, when operations were resumed at the customary wages of $1.50 per day. During the period of the suspension Arbitrator Keefe conferred with both the employers and the employés, but was unable to induce them to submit the matter to arbitration.

The quarrymen at Joliet went on strike in March, 1898, for an increase of wages. Subsequently the demand was changed to one for a reduction of hours, or eight hour's work for the wages which they had formerly received for ten hour's work. Several hundred men were involved and the strike continued for several months. Arbitrator Keefe conferred with the employers and employés on several occasions. The difficulty was finally adjusted, the wages being fixed at $1.50 per day from May 1st to November 15th and $1.25 per day from November 15th to May 1st.

The shoe lasters employed by Selz, Schwab & Company of Elgin, struck in March, 1898, the difficulty growing out of a change in the style of a certain kind of shoe and a reduction in the price paid for lasting the same. The factory remained closed for some time, but

finally resumed operations, taking back all of the old employés and paying the reduced rate pending a final settlement. During the suspension members of the Board conferred with representatives of both sides. The employers were willing to submit the matter to this Board, provided the employés would join in the application, but the employés refused to submit their grievance to arbitration.

In April, 1898, the boss carpenters of Chicago and their employés had a disagreement which resulted in a temporary suspension of the building business in Chicago. The boss carpenters desired their employés to work only for members of the Boss Carpenters' Association, promising in return to employ only members of the United Brotherhood of Carpenters and Joiners. The employés declined to enter into this arrangement and a suspension followed. The services of this Board were tendered during the negotiations. The trouble was finally adjusted on the terms favorable to the employés.

April 6, 1898, a communication was received from Mayor Brown of Rockford stating that the painters of that city had gone on a strike. The Board immediately put itself in communication with the parties. The strike was settled within a week to the satisfaction of both the men and their employers.

April 19, 1898, this Board received a communication from Mayor William R. Stephenson of Sparta giving information of trouble between the miners and operators at Sparta and Roseboro, Randolph county. Arbitrator Calef immediately proceeded to these places. He found something more than two hundred miners involved. There was some discrepancy in the statements as to the cause of the trouble. The manager of the Illinois Fuel and Power Company at Roseboro claimed that the miners had struck because of the failure of the company to give a certain miner a room in the mine at the particular time when he demanded it. The miners claimed that they had quit on account of water in the mine. At the mine of the Boyd Coal and Coke Company at Sparta the miners charged that inexperienced men were being put in the mine at day wages. They demanded the price fixed by the Springfield scale. There were also some minor grievances. There was considerable excitement prevalent at both places. When Mr. Calef arrived the sheriff was at Sparta collecting deputies and had made a requisition upon the Apjutant-General for arms and ammunition. Mr. Calef conferred at considerable length with the sheriff and state's attorney of Randolph county, the mayor of Sparta and representatives of the miners. The direct and immediate result was a better understanding between the miners and the local authorities and the threatened disturbance of the peace was averted. The mines soon afterwards resumed operation.

The press-feeders employed by the leading printing and publishing houses in Chicago inaugurated a strike April 1st, the demand being for an increase of wages. Arbitrator Calef conferred with both sides and tendered the services of this Board. The strike was of short duration and was settled by a compromise, which secured a substantial advance in the wages of the press-feeders.

In August, 1898, the employés in one of the departments of the factory of the Elgin National Watch Company, at Elgin, went on a strike because of what they considered a reduction in wages. The trouble resulted from the introduction of a new watch, the price for certain work thereon being the subject of the disagreement. Arbitrator Keefe visited the factory at Elgin and Arbitrator Calef conferred with General Manager Cutter and other officers of the company in Chicago. In conjunction with President Samuel Gompers, of the American Federation of Labor, members of this Board were successful in bringing about a conference between the officials of the company and a committee of the employés. The result of this conference was that a scale entirely satisfactory to the employés was agreed upon and they immediately returned to work. In this strike nearly three thousand employés were involved.

The cloakmakers employed by Joseph Biefeld, of Chicago, went on a strike September 1, 1898, the chief difference being the question of the recognition of their organization. Arbitrators Calef and Keefe conferred with a committee representing the employés. The committee formulated a written statement of the grievances of the employés. Arbitrator Keefe and Samuel Gompers, president of the American Federation of Labor, presented this statement to Mr. Biefeld and conferred with him at length. Mr. Biefeld expressed his willingness to make important concessions, but declined to treat with the employés through their committee. The employés, on the other hand, declined to accept any concessions unless tendered through the committee of their organization. Very soon after this conference, however, the employés returned to work under conditions previously prevailing.

The mines at Centralia and Sandoval ceased operations April 1, 1898, and remained closed for nearly eight months by reason of the refusal of the operators to pay the scale price of thirty-six cents per ton. Prior to April 1st the day system prevailed. Arbitrator Calef visited these mines in August and conferred with operators and miners, with a view of bringing about a settlement. At Centralia the miners were favorable to arbitration, but the Pittenger and Davis Mining Company absolutely refused to enter into negotiations for arbitration. At Sandoval the Sandoval Coal Company expressed a willingness to arbitrate, but the local leaders among the miners were unwilling to take any step in the direction of arbitration without having consulted the officials of their State organization. In November an agreement was reached between the Pittenger and Davis Mining Company and the miners by which the mining rate was to be fixed by this Board. There was a refusal on the part of the company, however, to resume operation pending the settlement by arbitration in compliance with the law. November 24th, while negotiations for arbitration were still in progress, a settlement was reached and the operation of the mine was immediately resumed. By the terms of this settlement the company agreed to pay the scale price of thirty-six cents per ton run of mine. A like settlement was also made at Sandoval. The total number of men employed at both places was something more than five hundred.

In August, 1898, Arbitrator Keefe made several visits to Rock Island in an effort to bring about a settlement of the strike of the employés of the Rock Island Shoe Company. The company was willing to arbitrate, provided the employés would join in the proceeding, but the employés declined to join, and the matter was not submitted to arbitration.

No attempt is made to present statistics of strikes, that work devolving upon the Bureau of Labor Statistics.

APPENDIX

EVIDENCE IN VIRDEN CASE.

Evidence heard by State Board of Arbitration in the matter of the joint application of the Chicago-Virden Coal Company, the Virden Coal Company, the Chatham Coal Company, the Girard Coal Company and the O'Gara and King Mining Company and their employés. Petitions filed June 3, 4 and 6, 1898. Cases consolidated by agreement of parties. Hearing at Virden, Illinois, June 8, 1898. Decision rendered June 13, 1898.

The State Board of Arbitration met at Virden, Illinois, June 8, 1898, to hear evidence in the above case. The meeting was called to order by Chairman Calef at 11 a. m. All members of the Board were present, as follows: Horace R. Calef, Chairman; W. S. Forman and Daniel J. Keefe. The miners were represented by delegates from each of the mines affected, and also by John M. Hunter, President, and W. D. Ryan, Secretary-Treasurer, of the State organization of the United Mine Workers of America. Charles H. Kane, of Auburn, Illinois, was the chief interrogator of witnesses on behalf of the miners. The employers involved in the controversy were represented at the hearing as follows: F. W. Lukins, Chicago-Virden Coal Company; C. H. Hurst, C. A. Starnes and W. A. Starnes, Virden Coal Company; Hiram Young, Girard Coal Company; Jerry Murphy, Chatham Coal Company; T. J. O'Gara and John King, O'Gara and King Mining Company. During part of the hearing C. C. Terry, attorney at law, represented the several employers.

Chairman Calef: I would like to inquire if either side is to be represented by an attorney?

F. W. Lukins: In order to keep even with the miners we have asked an attorney to represent us. He is not here yet and I do not know when he will be here.

Wood Marble, President Miners' Organization, C. & A. Sub-District: The miners have no attorney and have not considered it advisable to call one in.

W. D. Ryan: There are several delegates representing the different parts of the district and we adjourned about fifteen minutes ago. We did not know then that Mr. Keefe had arrived and did not know when he would get here. So we took an adjournment till two o'clock.

John M. Hunter. I wish to say on behalf of the miners that we have no attorney to argue our case for us. We are willing to rest our case with the Board of Arbitration, believing they are intelligent enough to decide it without any attorney to plead our side of the case.

The applications for arbitration were then read by the Secretary.

Chairman Calef: Mr. Ryan, you do not care to go ahead at present?

Mr. Ryan: We do not care to go ahead until the balance of the delegates get here. We have adjourned to two o'clock.

Mr. Lukins: Mr. Chairman, there is quite a lot of preliminary work in a matter of this kind. Can't some of that be done in the meantime? We want to get through the matter as soon as possible. I suggest that anything that can be done should be done. I suppose it is understood that this application and the entire matter is to be consolidated and taken as a whole. That is, we are not to arbitrate each particular case. That is the way the operators understand it. It seems to me that there is a certain lot of preliminary work that may be done now without prejudice to either side.

Chairman Calef: I will say that I do not know of any preliminary work we have got to do until we commence examining the witnesses.

Mr. Lukins: Do the miners expect to have all of the delegates here all of the time, or have they turned the matter over to a committee?

Mr. Hunter: Mr. Chairman, we were not aware of the fact that Mr. Keefe had arrived in the city, and after talking the matter over for some time we took an adjournment to two o'clock. We are not desirous of proceeding with this case, or these cases, until we have present all the delegates representing the various mines under consideration. That is why we are asking for an adjournment to two o'clock, so that all our boys will be present and hear the opening remarks. They will remain here with us until this thing is settled.

Chairman Calef: I think under the circumstances it would be well enough to adjourn to two o'clock. It won't shorten the time very much.

Mr. Keefe: Mr. Chairman, I move that we adjourn to two o'clock.

The motion prevailed and the Board took a recess to two o'clock.

Chairman Calef: Gentlemen, while you are all present I will say that it has been decided by the Board that we will hear the miners' case first. We would also like to be furnished with a list of witnesses on each side.

Mr. Hunter: Mr. Chairman and gentlemen of the Board: We object to that, believing that it is a wrong position taken by you. We wish to call your attention to the fact that a price was fixed for this sub-district by agreement of the miners and operators last February. There was a meeting at Chicago and this meeting appointed a committee of forty-two—twenty-one miners and twenty-one operators—and they met in Springfield and out of an abundance of wisdom and counsel the present scale of prices was fixed for each and every operator all over the State of Illinois. We believe it is incumbent on the operators to prove to us why they can not pay this scale. We believe that this scale was fixed along lines fair to everybody in every portion of this State. They have objected to paying it and we believe it is their business to show why they can not pay it.

Chairman Calef: It has been the rule adopted by the Board that the parties taking the initiative in the application be heard first. That is the rule we have adopted and we have adhered to it in every case.

Charles H. Kane: Now the question of the initiative in this thing strikes me as being as much upon the operators as the miners. If I understand this thing, there was a joint session in Chicago—a joint committee composed of twenty-one miners and twenty-one operators—to form a scale that should be along competitive lines, so that the operators could get into the field on a competitive basis. That committee adjourned to Springfield, and that scale was formed by that committee, composed, as I have stated, of one-half operators and one-half miners. Some of the operators refused to pay that scale and it has been hammered over up and down the line, and it has been finally agreed by them that application should be made to the Board to decide what should be the proper rate.

Mr. Lukins: Who suggested that?

Mr. Kane: I don't know. I understood you suggested it in the Springfield convention.

Mr. Lukins: You are mistaken. Did not the miners in their meeting in Girard decide to submit the matter to arbitration?

Mr. Kane: I was not there; I don't know.

Mr. Lukins: A committee of miners came to me and asked if we would not submit it to arbitration.

Mr. Kane; What did you say in answer to that?

Mr. Lukins: I said I would.

Mr. Kane: You agreed to that?

Mr. Lukins: Yes, sir.

Mr. Kane: As a matter of fact, didn't you state in Springfield that you would submit the matter to the Board of Arbitration?

Mr. Lukins: Yes, I did, now that I think of it. I said this, that we were entitled to a certain price, and I think I showed good reason why we were entitled to that price. I said we would be satisfied with that or we would submit the matter to a board of arbitration, either the State Board or some other board. But the miners at that time absolutely refused to do anything of the kind, and this meeting here is not the result of anything I said there at all.

Mr. Kane: Well, that may be your view of it, Mr. Lukins, but it looks to me as if, after thrashing the same thing all over, they fell in with your views and decided to submit it to arbitration. As I was going to say, as Mr. Hunter stated, it looks to us that after this committee formed this scale and these parties objecting to it on the grounds they have advanced, the burden of proof lies upon them to show cause why they can not pay that scale, and having submitted that proof we will be prepared to show cause why they can pay it.

Mr. Lukins: Do you think that price was a fair one?

Mr. Hunter: I would like to answer. Mr. Lukins, is it a fact or not a fact that you have in the past, from the time the Springfield convention adjourned up to the present, held this inducement out to the men, that you were willing to arbitrate this question?

Mr. Lukins: No, sir; I have not.

Chairman Calef: I will say that this is the rule the Board has adopted—that the parties taking the initiative in the application shall be heard first—and I can not see wherein it will work any injustice to anybody or place any one at a disadvantage.

Mr. Hunter: Mr. Chairman, in order to expedite business, we will let the thing go and proceed along the lines you have suggested. We do not wish to be arbitrary. We are willing to do anything to have peace and harmony reign in the family.

AFTERNOON SESSION.

The Board reconvened at 2 p. m.

John M. Hunter, State president of the United Mine Workers of America, was sworn by Chairman Calef and examined as follows:

Q. Now, Mr. Hunter, the Board would like to have you commence as far back as the Chicago convention and give your version of the formulation and adoption of this wage scale. A. We convened in Chicago on the 17th day of January, 1898. A committee was selected from the miners and operators for the express purpose of formulating a scale and entering into an agreement for the four competitive fields, comprising Pennsylvania, Ohio, Indiana and Illinois. The scale was formulated and articles of agreement entered into. From that inter-state convention there was appointed a committee of twenty-one miners and twenty-one operators, picked from the miners of Illinois and the operators of Illinois. The object in picking that committee was this, to

formulate a scale, placing each and every operator in a relative position one to the other, so that they could enter the same competitive market, with no discrimination made between any of the operators. That committee formulated the present scale now under consideration, and that is what the contention is about at the present time. That is it now right down in a nut shell.

Q. You attended the joint convention in Springfield in February? A. I did.

Q. What was done at that convention? A. There was a scale formulated there, placing Mr. Lukins and all mines south of Springfield on the C. & A. railroad on a forty cent basis.

Q. Were the operators and miners of this district all represented there? A. I can not say whether they were all there or not, but quite a number of them were there. Mr. Lukins was there, however.

Q. Can you name any of the others? A. I do not know that I could. Mr. O'Gara was there. He and Mr. Lukins I am positive about.

Q. You are not positive about the others? A. No, I am not. My mind was engaged in other matters.

Q. How was that scale agreed upon? A. It was agreed upon by a majority vote.

Q. Was there any opposition to it? A. There was.

Q. On whose part? A. On the part of Mr. Lukins.

Q. Any one else? A. On the part of Mr. Reed, of Reed City; I think he was another.

Q. You don't remember any others? A. Oh, yes, there was another—Mr. Hart, of Pana.

Q. I want to ask you what official relations you have to the miners' organization of Illinois? A. I am president of the miners' organization of the State of Illinois.

Q. How long have you occupied that position? A. Since last October; I was re-elected in February last.

Q. Did you hold any position previous to that? A. I did.

Q, What? A. State Vice-President.

Q. You are practical miner? A. From the time I was seven years of age.

Q. I want to ask you if, as chief official of the miners' organization of the State of Illinois, you are entirely willing to have this matter settled and disposed of by this Board? A. Where the method is the initiative and referendum—where the people record their choice, let the people have the choice.

Q. Now as to the price, Mr. Hunter, I would like to have your opinion. A. I have none to offer, sir, privately.

Q. Then you do not undertake to say whether the price adopted is the fair one or not? A. I believe the people that adopted that were intelligent, thinking people and I think they did it in a spirit of fairness and everything like that. I think everything was done openly and fairly and above board.

Q. I was asking you as to the fairness of the scale adopted. A. It would only be an opinion of my own and would not be worth anything.

Q. I would like to have that. A. I have none to offer.

Q. You are familiar with the conditions of mining in the various districts of the State of Illinois, are you not? A. I might be better posted than what I am.

Q. How do the local conditions here compare with the conditions at Danville? A. What do you mean by local conditions?

Q. I mean the depth of the vein of coal and all sorts of conditions going into the production of coal. A. I never have worked at either one of them.

Q. You never have worked at either of them? A. I have never been down in either of them to make a thorough and complete investigation.

Q. To the best of your knowledge? A. I believe they have an equal chance here with Danville, if anything, a little more in their favor.

Q. Where is the Danville coal marketed chiefly? A. I think Chicago.

Q. Where is the coal here marketed? I think Chicago.

Q. With reference now to the quality of coal in each place? A. I am a poor judge as to quality. I think though that the coal in this district is as good as the Danville coal.

Q. What difference, if any, Mr. Hunter, would there be in the rates from here to Chicago and from Danville to Chicago? Would they be on the same basis or would there be a difference? A. There might be a little. I am not prepared to answer that at present.

Q. Does the other side desire to ask Mr. Hunter any questions?

Mr. Lukins: Yes, I would like to ask him a question. Mr. Hunter, you stated that the scale for this district was made in an inter-state convention. A. I think you are mistaken. I did not mean to say that. I said it was made in Springfield.

Q. I understood you to say that it was made in Chicago? A. I said we met there originally in Chicago.

Q. As a matter of fact the inter-state agreement simply made a base rate for the State and then the prices for Illinois were made at Springfield in February. Isn't that the case? A. Did you understand it that way?

Q. Isn't that the fact? A. Yes.

Q. I just wanted to get it clear to the gentlemen of the Board. I thought from what I understood you to say they would not get a clear understanding of the matter. The original intention of the inter-state meeting was to fix the price for all districts; but on account of the great length of time that was taken up in fighting between Pennsylvania and Ohio, being anxious to get through, they simply made the base rate and left the balance of the State for us to fix. A. If you remember I said a committee of forty-two was picked out. Another member from the southern part of the State and also an operator were added, making it fourty-four altogether.

Q. Now on that committee I was the member for this district for the operators. A. You so said, I believe.

Q. What was considered the fourth district in the State was represented by three operators—Mr. Harts, Mr. Finney and myself. We all objected to the scale that was made. The other two are not interested here and it does not cut any figure. I want to make it clear that the rest of the operators were not represented on that committee and had no chance. I represented the district and I objected as vigorously as possible.

Mr. Kane: I suggest that Mr. Lukins give his testimony after awhile.

Chairman Calef: Please confine yourself to questions at present, Mr. Lukins.

Mr. Lukins: Now, Mr. Hunter, you testified that you thought we had as good a chance to get into the Chicago market as Danville. Was that what you said on that point? A. It is there, Mr. Lukins. (Indicating reporters' notes).

Q. Now, if it could be established that the rate from this district was a great deal higher than from Danville, would that have any bearing on the case? A. You might ask these gentlemen. I am not sitting here as a judge.

Q. I am asking your opinion. A. But you must ask them and not me. Your testimony must go before them.

Q. Another question I would like to ask is this, if, when you made the settlement with the Madison and Consolidated Coal Companies last December, it was not a part of the agreement that if they would pay the scale and go to work, you would see that the price for this district was raised?

Mr. Kane: We object.

Mr. Lukins: Does the Chair sustain the objection?

Chairman Calef: No, sir, I think not. We are here to get all the information on the subject we can, and we would like to hear anything that has a bearing on the subject.

Mr. Kane: We object to the question on the ground that any agreement that Mr. Hunter or Mr. Moorshead may have made is *ex parte* to this inquiry. If he made any such agreement as that, he did it without any authority from the men represented before this Board.

Chairman Calef: There may be considerable testimony offered here that may not have very much effect on the result; but anything that will give us any light on the subject we would like to have. We are here to get all the information we possibly can.

Mr. Kane: Well, Mr. Chairman, as far as that is concerned, we are perfectly willing and anxious that the Board should get all the information covering the ground that it is possible to get. We do not want anything cut out that we th.nk is essential. If the Board desires it, I will withdraw the objection.

Mr. Hunter: State your question.

Mr. Lukins: I asked if it was not a fact, that in your settlement with the Madison and Consolidated Coal Companies, last winter, you agreed, in case they would raise the price and go to work, you would see that the price in this district was raised? A. I emphatically say it is not true.

Q. Didn't you say it was true before that scale committee in Springfield? A. I did not, sir.

Q. I want to say to you, that I heard you say that with my own lips. A. I say no, sir. I am on oath now. The district was not mentioned. I mean what I say, and you can not prove your assertion. I never used the word district. I want to say to you in all kindness, I never used the word district.

Q. What did you say? A. I never said district.

Q. Did you say a certain place in the district? A. Yes, sir.

Q. What place was that? A. That was Girard, sir.

Q. Mr. Hunter, you of course are aware that it would be absolutely impossible to raise the rate on one town in the district without raising it on all. A. You are not supposed to presume what I know.

Q. You have had a long experience in mining matters? A. Yes.

Q. Do you know of a case in which one particular town in a district the price has been advanced without advancing the rest of the places where the conditions are similar or the same? A. Yes, I have, in my life time.

Q. Do you know of any place in Illinois where that has happened lately—in the last five years, for instance? A. Yes, sir.

Q. Where is it? A. Where the conditions brought forth a demand and it is proved that the demand was justified.

Q. Where the conditions were the same? A. No.

Q. So that, as a matter of fact, raising the price in Girard would have the effect of raising it in the entire field? A. It does not necessarily follow that that is a correct statement.

Q. How would that affect Green Ridge, two miles from Girard? A. Not any, in my judgment.

Q. Do you think the miners in Green Ridge would work for four or five cents less than the price paid at Girard? A. No, I don't.

Q. Do you think the operators in the two towns could afford to work their mines if there was such a difference? A. Really I am not acquainted with the operators' business. I never nose into other people's business. I generally try to attend to my own. I believe you know that.

Q. We will not discuss that question. We will put that from a miner's standpoint. Do you think the miners would work? A. I could not tell you what they would do.

Q. What is your opinion about it? You have been in the mining business practically all your life. You know what the miners are as well as any man in this room. I want you to answer, whether or not the miners in two towns two miles apart, the coal going into the same market, whether or not they would work if there was that kind of a difference in the price paid for mining? A. The conditions are entirely different in the two mines. You know that as well as I do. They are different from the fact that the Girard mines were operated with machines at that time, and they were granted conditions that were unjust and ought never to have been conceded to them, and worked injustice to the other parts of the field.

Q. How was the machine price arrived at in this State? A. Why, I don't think there was any convention ever held to regulate the machine question.

Q. Hasn't it been the contention of the miners that the machine rate was fixed seven cents per ton less than the hand rate?

John Belger: Mr. Chairman, I do not think the machine question has anything to do with it. We are working on the base rate entirely.

Mr. Lukins: Isn't the pick rate the basis for the machine rate in this State?

Mr. Hunter: No, it is not the machine rate. Would you give it to us? We will take it if you will give it to us.

Q. I do not know what you mean by that. The Danville price is the basis for this State. A. You did not ask me that, Mr. Lukins. You said that the pick rate was the machine rate for the State.

Q. No, I did not. I asked you if the pick rate was not the basis for the machine rate in this State? A. Yes, sir,

Q. That is what I wanted to get at. So that any change in the price in Girard would necessarily change the pick rate, getting back to the level at which it started? A. No, sir; from the fact that we are working under a scale of twenty-six and a half cents, and the other places were different, and Girard was working a competition injurious to the other places, and in making my settlement with the Madison and Consolidated Companies they suggested this: Would I undertake to bring Girard up to the basis with them? I said I would. I never did do it. I never bother Girard. I have never been in Girard yet.

Mr. Kane: As a matter of fact, your agreement with Mr. Moorshead to bring Girard up never took effect? A. No, sir.

Mr. Lukins: Before the first of April wasn't Girard paying the scale adopted in Springfield last September? A. They were not, sir, and never did.

Q. I think we can prove that they were. Mr. Hunter, in arranging the scale last February, what was the general advance over the State outside of this district? A. In this book, gentlemen (indicating a Report of the State Bureau of Labor Statistics), which will be submitted to you in evidence by somebody, you will find the rate given and the per cent of advance given to each and every operator. I leave that with you, which will be submitted in evidence in the future. It will show up Mr. Lukins' side better than we can ourselves.

Mr. Ryan: Mr. Hunter, you remember the meeting of the joint scale committee in Springfield; Captain Harts voted on the making of scale? A. Surely.

Q. How did he vote? A. He voted yes.

Q. Captain Harts voted for forty cents? A. That is correct.

Mr. Lukins: Mr. Hunter, didn't Captain Harts fight for a reduction in his scale? A. He did, and afterwards voted for the adoption of the scale and paid the scale at his mines in Lincoln.

Q. Mr. Hunter, didn't he fight for that until he made up his mind that it was a hopeless case? A. Gentlemen, I can not answer that. I am not thinking for another man. Mr. Chairman, can I read a man's mind, sir?

Chairman Calef: I think he ought to have an opportunity to show how the scale was adopted.

Mr. Hunter: He has, and now he wants to put me on the stand to read a gentleman's mind. I am willing to answer any intelligent question that the gentleman may ask me. I keep nothing hid.

Mr. Lukins: What price did Captain Harts fight for in the convention?

Mr. Hunter: Really I do not remember. What mine have you reference to?

Q. The Pana mine; wasn't it thirty cents? A. I think it was a little more than that.

Q. The original price brought in by the miners was thirty-seven and a half cents, wasn't it? A. Yes, his original price.

Q. Then the price finally fixed by the convention was forty cents? A. Yes; Mr. Harts voting yes on the proposition.

Q. I think you are mistaken. A. Well, I don't ask the gentleman to contradict me on the stand.

Chairman Calef: We are taking your evidence now.

Mr. Lukins: Mr. Hunter, in that convention the rule was that no rate should be established without unanimous consent. Wasn't that the ruling of the chair? A. First, yes.

Q. Wasn't it afterwards changed by making it a majority? A. Yes, by a majority vote of the convention.

Q. Didn't we enter an objection to a change in that rule? A. You did, yes; you did individually. Mr. Harts did not.

Q. Mr. Harts laid down! A. I don't know what he done. You were watching him closer than I was.

Mr. Lukins: That is all.

W. D. RYAN.

W. D. Ryan, State Secretary of the United Mine Workers of America, being sworn and examined by Chairman Calef, testified as follows:

Q. What relation do you sustain to the miners' organization of the State of Illinois at the present time? A. I am Secretary-Treasurer of the State organization.

Q. How long have you held that position? A. Since a year ago last February. I am now on my second term.

Q. You are a practical miner? A. I have worked in the mines, nothing else.

Q. You were in attendance at the Chicago and Springfield meetings? A. Yes, sir.

Q. Now, Mr. Ryan, I would like to have you state what was done in Chicago and Springfield about the adoption of this scale. A. Well, Mr. Chairman. President Hunter has told that to you in about the same language I would use. I do not see that I could add anything to it.

Q. The statements he made are substantially correct? A. Yes, it is about the same language I would use if I described the action taken. The Chicago convention established a base rate for the State—forty cents in the Danville district. Our scale all over the State was built from that forty cents, making the relative scale for the State.

Q. Your answers relative to the adoption of the scale at Springfield would be substantially the same as Mr. Hunter's? A. Yes, sir; substantially the same.

Q. Mr. Ryan, I will ask you the same question I did Mr. Hnnter. I will ask you if, in your official capacity as Secretary of the miners'o rganization of

the State of Illinois, you are perfectly willing and satisfied to have this matter settled by the Board regardless of any price that has been fixed or adopted? A. Yes, I am.

Q. Now you are familiar with the mining conditions in most of the districts of the State of Illinois, are you not? A. Fairly well. I am learning fast.

Q. How do the local conditions between here and Danville compare? A. From the best information I can gather, Mr. Chairman, the cost of production in the Danville district is greater than it is here.

Q. The coal here and there are both marketed at Chicago, are they not? A. I believe they are.

Q. Would there be any difference, in your opinion, between the two points in reference to freight rates? A. Well, Mr. Chairman, that is pretty hard for a miner to answer. I could not answer the question. I have been unable to ascertain what the freight rates are from either point. I have heard different parties give different prices.

Q. How do the local conditions here and in and about Springfield compare? A. I do not think there is much difference; but I believe the vein of coal here in this district is a cleaner vein of coal.

Q. The scale price at Springfield is forty and seven-tenths cents, is it not? A. Yes, sir.

Mr. Kane: Mr. Ryan, I would like to ask you in regard to Mr. Harts' action in this convention that formed this scale—did he vote for the forty-cent rate? A. He did.

Mr. Forman: Is this committee of operators and miners that fixed this scale still in existence, or is there a joint executive committee in existence? A. There is a joint executive committee that has been doing business since the convention adjourned.

Q. How often does that committee meet? A. It is subject to call.

Q. Has there been any meeting since that scale was adopted? A. Yes, sir.

Q. Has this subject of the scale in this district been discussed? A. Yes, sir.

Q. That has been before the joint committee since the scale was fixed? A. Yes, sir.

Mr. Hunter: Did Mr. Lukins present himself before that committee? A. He did.

Q. Lately? A. He was at the last meeting. He is one of the operators on the executive committee, I believe.

Mr. Lukins: I don't think Mr. Forman exactly understood that. A. He coupled the two questions together.

Q. The committee you have reference to is the State executive committee, not the committee that made the scale? A. Yes, sir.

Mr. Forman: I understood that.

Mr. Lukins: In regard to the Springfield coal, are you familiar with the thickness of the vein there? Do you know how thick the vein is there? A. I understand the vein there runs five or six feet.

Q. Do you know how thick it is here? A. It is a better vein of coal, I understand.

Q. How thick is it? A. I believe some of it runs as high as seven feet.

Q. Some of it runs as high as ten feet? A. You find a pocket and it might.

Q. Wouldn't the average of the vein here be seven and a half feet at least? A. I do not know that it will average that, Mr. Lukins; I ain't sure. You can take the coal report for it; I don't suppose that is trustworthy, though.

Q. Some things are and others probably not. Mr. Ryan, do you know anything about the proportion of fine coal the two veins make here and at

Springfield? A. No; I am not prepared to answer that question, Mr. Chairman, for the reason that the only method we have of finding out is from the coal report, and the operators all acknowledge that they lied in presenting the figures.

Q. Mr. Ryan, I would like to ask in regard to the scale that was finally adopted by that committee of forty-two, is it not a fact that the scale as finally adopted was the scale formulated by the operators and distributed to the miners first at their convention in Columbus in typewritten form and afterwards in Chicago and in Springfield? A. Practically so. There were a few changes.

Q. At the time that scale was made in Springfield I took it that you believed that that was a fair and just scale for each district. Did you so feel at that time? A. I voted for it.

Q. How about your feelings since then?

Mr. Kane: We object to that.

Mr. Ryan: I think that matter ought to be left to this Board, Mr. Lukins.

Mr. Lukins: Mr. Ryan, the Board has not up to this time had the opportunity to find out the truth as well as you have.

Mr. Kane: It don't make any difference, Mr. Lukins, what his feelings may be at all.

Mr. Lukins: I ask for a decision.

Chairman Calef: I think Mr. Ryan's opinion would be valuable to this Board as a source of information on that point.

Mr. Ryan: I don't think the question ought to be answered in the shape it is put.

Mr. Hunter: Mr. Chairman, I might think Mr. Lukins ought to be hung, but that would not make it so. His opinion ought not to go before this Board. I think it is misleading to ask his private opinion.

Mr. Ryan: I might state, Mr. Chairman, for the benefit of the Board, that there was a meeting of the State executive board of the miners and operators, a joint meeting, held in Chicago, at which this matter was brought up. That board called a State convention of miners and operators, which met at Springfield on the 20th and 21st or the 21st and 22d of last month and endorsed that scale. They were called there for the purpose of giving these gentlemen some redress, and they refused to do it. The State convention of miners held at the same time endorsed the scale made at Springfield.

Mr. Lukins: That does not answer my question.

Mr. Ryan. It explains the position of the miners. We are working under instructions from the miners of this State.

Q. Mr. Ryan, have you any means of knowing how the operators stood on that question in their meeting? A. Only a report that we received that they endorsed the scale.

Q. You do not know what the vote was or anything of that kind? A. I heard what it was. They had a majority; I do not remember the vote.

Q. It was twenty-one to nineteen. Mr. Ryan, I will ask you if, in the meeting in Girard some time ago, you did not advocate to the men to accept a lower price than forty cents a ton? A. On certain conditions, I did. I told them what they were. They have not made them yet.

Q. That is the first I have heard about any conditions. A. You ain't supposed to know all about my business.

Q. That is true, Brother Ryan. Mr. Ryan, didn't the men in Green Ridge vote to go to work at a lower price than forty cents? A. I heard so; I was not at the meeting.

Q. Mr. Ryan, in your opinion, isn't the price of forty cents a ton for this district inequitable and a higher price than the operators can afford to pay and continue in business in the competitive districts?

Mr. Kane: We object. We object, Mr. Chairman, on the ground that Mr. Ryan is not in a position to know what an operator can do in this district. Not having operated any mines in this district, he is not in a position to know what they can operate and sell coal for.

Chairman Calef: I think Mr. Ryan's general knowledge of mining affairs throughout the State of Illinois would place him in a pretty good position to know what is a fair price for the various districts, and for the information of the Board I would like to have Mr. Ryan answer, but if he declines to answer he is privileged to do so.

Mr. Ryan: Mr. Chairman, judging from Mr. Lukins' past record, they can pay it.

Mr. Lukins: Why on my past record? A. I am more conversant with your business than I am with the rest, Mr. Lukins.

Q. Why? A. Because I know Mr. Lukins has shipped coal into Braidwood.

Q. Mr. Ryan, what is the price per ton now paid in the Braidwood district as compared with last year? A. It is about the same.

Q. As a matter of fact, isn't it about a cent a ton less than last year? A. Well, no, I think it is about the same on account of other concessions the miners have had. It is practically the same thing.

Q. Mr. Ryan, you have been a check-weighman in that district; do you know the amount of fine coal that district will make? A. I have not been a check-weighman in that district for twenty years, and then I stood it only a couple of weeks.

Q. About how many tons per day will a man produce in that field?

Mr. Kane: Mr. Chairman, we object. This inquiry is on the lines of placing a company in a position to compete with his competitors in the market. It does not make any difference what the miners make. If he makes ten dollars a day all the better.

Mr. Lukins: All right, your honor.

Mr. C. H. Hurst: Has Mr. Harts paid forty cents at the Pana mine? A. No, Sir.

Q. What has been the effect there? It has been cut down hasn't it? A. Yes. Mr. Harts agreed to pay the scale price.

Q. What is the reason he didn't do it? A. He has never given us any reason.

Mr. Hunter: Is it a fact or not that the fight in the Pana district is on the matter of organization and not on prices? A. At the present time it is.

Mr. Lukins: Isn't it a fact that the Pana miners have offered to go to work at thirty-five cents a ton? A. I do not know that they have offered to go to work at that price. I have had no official notice to that effect and I have not been there since the first of April. That is right; you need not smile.

Q. Mr. Ryan, didn't your organization give the miners consent there to go to work at thirty-five cents? A. No, sir, they did not.

Mr. Hunter: Isn't it a fact that our organization of the State decided that they would stand for the Chicago agreement and the Springfield agreement, first, last and all the time? A. That is the record of our last convention. The proceedings will show what they did.

Mr. Forman: You spoke of conditions under which you advised the acceptance of a lower rate than forty cents. What were those conditions, if you don't mind telling us? Why, Mr. Chairman, I would rather not, for this reason: It was a matter that came to me as a report and if it turned out to be untrue it might be an injustice.

Q. It came to you in a confidential way? A. Not confidential exactly, but in such a way that I would not want to tell it here.

Q. I did not know but what there were conditions that were being complained of in other cases. That is why I wanted to ask the question.

THOMAS SHIELDS.

Thomas Shields being sworn was examined by Mr. Kane, and testified as follows:

Q. Mr. Shields, where are you from? A. Chatham.

Q. Have you been working in the Chatham Mines? A. I have, sir.

Q. Have you worked there since April 1st? A. I have.

Q. Were you mining coal? A. Yes, sir.

Q. What price did you get? A. Forty cents.

Q. Forty cents mine run? A. Yes, sir.

Q. In compliance with the scale adopted at Springfield? A. I did.

Q. Who operated that mine? A. Mr. Jerry Murphy and L. W. Senseny.

Q. Do you know where the product of the mine was sold? A. I do not.

Q. Was it sold locally? A. It was not.

Q. Shipped out on cars? A. It was.

Q. Did you ever have any conversation with Mr. Murphy in regard to the forty cent scale? A. I never did.

Mr. Lukens: Are you working there? A. No; they are not working.

Q. Is the mine running? A. No, sir.

Q. How long has it been shut down? A. Since the 24th day of May.

Mr. Murphy: Wasn't it before that? A. We cleaned out the 24th of May.

Q. Do you know what I shut down for? A. I do not,

Mr. Hunter. Did you ever hear Mr. Murphy say that he made money at the time? A. All he said was he told me at the Springfield convention that he had the experience and Mr. Senseny had the money.

Mr. Lukins: Mr. Senseny's money probably ran out. A. That is a question I am not prepared to answer.

Chairman Calef: How long have you worked in those mines? A. A little over a year.

Q. What other mine had you worked in previously? A. I worked all through the Springfield district pretty near twenty years.

Q. How much can a man make a day at the forty cent rate? A. In what district?

Q. Up there at Chatham. A. I should judge about a dollar and a quarter.

Q. How many tons of coal can an ordinary miner mine in a day? A. I don't know. What do want, clean coal or dirty coal?

Q. Run of mine coal. A. I think if a man mines six or seven tons he has done a good day's work. Clean coal, I mean.

Q. How do you reconcile those two statements? You said a man could earn a dollar and twenty-five cents a day, and yet you state that he can mine six or seven tons of coal in a day. A. Are you going to allow him anything for expenses?

Q. Certainly; we want to know about that. A. I can tell you. I have my statements for me and my boy ever since we worked on a forty cent rate. About thirty-one dollars and some odd cents was the highest we ever got for two weeks for me and the boy.

Q. How old is the boy? A. He is fifteen years old.

Q. I want to ask you how much could be made in Chatham at the thirty-two cent rate? A. I ain't going to answer, because that was prior to this settlement.

Mr. Lukens: I think that is a proper question.

Mr. Kane: We object.

Mr. Hunter: We object because this Board of Arbitration is going back only to the first of April when that scale was formulated, and consequently what was done in the past has no bearing on the question. Previously to the adoption of the eight-hour system and the adoption of the Springfield scale, miners were known to work all hours—eight, ten and sixteen hours.

Mr. Keefe: Mr. Chairman, for the benefit of the gentleman and the miners it would be well to set him right. You have stated that you made one dollar and twenty-five cents a day. Then you said you could mine six or seven tons. This man ought to be permitted to set himself right on the question.

Chairman Calef: I asked him the question, how that came about, and I am waiting for his explanation.

Mr. Hunter: We have no objection.

Witness: Well, I take out the expenses.

Mr. Keefe: How much would be the expenses? A. I should judge they would be eight or ten cents a ton for powder alone.

Chairman Calef: Who furnishes the powder? A. We do ourselves. We buy the oil and we pay for sharpening our tools. We pay one dollar seventy-five cents per cask for powder.

Q. Is that a satisfactory price? A. It is the agreed price.

Q. How many hours do you work a day? A. Eight hours since the first of April.

Q. How much have you made on an average each full day's work of eight hours? A. I could not tell you. I told you the highest pay I drew for two weeks was thirty-one dollars and something for me and the boy.

Q. Do you think this forty cent rate is fair and just and right? A. I could not say whether it is or not.

Q. You have got an idea about it? A. I have got an idea, but I ain't here to state it.

Q. The only way this Board can arrive at a conclusion is to get at the facts and know about these things. A. I don't know whether it is right or not. I don't know what freight these people pay. I am digging coal; I ain't shipping any.

Mr. Keefe: The Board is not here for any sharp answers. We will not tolerate any nonsense. We expect direct answers. For your own interest we want you to be as near correct as possible. You have contradicted yourself half a dozen times so far. You said a man could make about a dollar twenty-five cents a day. You said a man could get out six or seven tons. We take this evidence. I say this for your own benefit.

Mr. Kane: I think we can explain that. You said that you made about one dollar twenty-five cents a day. That is your net, clear gain.

Witness: That is what I said.

Q. Now in regard to getting out six or seven tons a day; you say you pay for the powder and it costs eight or ten cents a ton; that would make sixty cents? A. Yes, sir.

Q. You have to buy oil? A. I do.

Q. You have to buy squibs? A. I do.

Q. You pay the company so much a ton for the blacksmith sharpening your tools. A. I do.

Q. How much do you pay up there? A. Half a cent a ton.

Q. Approximately, by these figures, you see the gentleman gets down to a dollar and a quarter. Now, as regards that price, when you received forty cents a ton for digging that coal, did you think you were getting too much? A. I did not.

Q. You thought it was a fair price? A. I did; I thought it was a living price.

Q. You buy and furnish your own tools, do you not? A. I do, sir.

Q. You count that as one of the items of expense? A. I do.

Chairman Calef: How are you paid up there! A. Semi-monthly.

Q. In what way are you paid—in cash? A. In cash. Once in a while he will give us checks just as good.

Mr. Lukins: Mr. Shields, how much coal will a keg of powder produce in that mine? A. I don't know. It varies a great deal in different places.

Q. How much in your place? A. About thirty-five or forty cars.

Q. How much will the cars weigh? A. About an average of twenty-two hundred.

Q. Taking the low estimate that will amount to thirty-eight and a half tons. Now at one dollar seventy-five cents a keg for the powder, how much will that equal? It would be something less than five cents a ton, would it not? Say five cents a ton, substantially. Are those figures correct? A. I am just guessing at it. I am telling my own experience.

Q. You say from thirty-five to forty cars of coal. Would you think thirty-five cars would be a fair estimate for a keg of powder? A. It might be for me where it would not be for others.

Q. I am talking about yourself. A. I said thirty-five or forty cars. We will take an average of thirty-seven and a half.

Q. Now, you say the cars will average twenty-two hundred? A. About.

Q. That would be forty-one and a half tons to the keg of powder. That is just a trifle over four cents a ton for your powder. Now there is quite a discrepancy between four and ten cents a ton. A. What have you got in there?

Q. Just powder. A. I said all expenses.

Q. Mr. Shields, what expense would your oil be per ton of coal? A. I could not answer that.

Q. How much would your oil bill be for two weeks? A. A gallon of oil will do me and the boy about two weeks. Sometimes it crowds us to do it.

Q. That would be forty-five or fifty cents. How many tons of coal would you get out in that two weeks? A. Between one hundred and eight and one hundred and ten was the most me and the boy ever got out in two weeks I think; I would not be positive.

Q. That would amount to about four mills a ton. What would your expense for squibs amount to? A. I could not tell you.

Q. How many boxes of squibs would you use in two weeks? A. Oh, I would not use a box, I don't think.

Q. What are they a box—fifteen cents? A. I don't remember whether fifteen or twenty; fifteen I think.

Q. About one mill a ton. Now your blacksmithing is half a cent a ton? A. Yes, sir.

Q. What other expenses? A. Wear and tear of tools.

Q. What will that amount to per ton? A. I don't know, sir.

Q. What do you think? A. To be honest with you, I hardly could tell what it would amount to.

Q. It would be so small that you could not figure it, wouldn't it? What does a set of tools cost? A. A full set?

Q. Yes, sir. A. In the neighborhood of twenty-five dollars.

Q. How long would they last? A. I can not say that.

Q. It certainly would not be over a cent a ton and probably would not be over a mill. That figures up five cents a ton for your expenses instead of about fifteen cents as you had it. Six tons at forty cents a ton would be two dollars forty cents; five cents a ton for expenses would be thirty cents. That would leave your net earnings two dollars ten cents instead of one dollar twenty-five cents.

Mr. Keefe: What is your boy worth—one-half? A. I suppose he was.

Q. Have you figured your boy in? Is that the way you based your first calculation? A. Yes, sir.

Mr. Kane: You and your boy got double the amount? A. We got what two men would get.

Mr. Murphy: He got the double turn.

Mr. Lukins: That, gentlemen, would be four dollars twenty cents a day with sixty cents out. That would be three dollars sixty cents, of which the boy would get one dollar twenty cents and he would get two dollars forty cents.

Witness: Mr. Chairman, I said thirty-one dollars and some cents was the highest wages me and the boy got there for two weeks.

John Belger: It was understood in putting this matter before the Board that we should not put this before the Board on the earnings of the men, but on the basis of competition.

Chairman Calef: The first two gentlemen have refused to answer these questions and if we are to get any information we must get at it in some other way.

Mr. Lukins: I agree with Mr. Belger that the competitive basis was to govern and we have simply asked the questions of the witness because of some of his answers and because we desired that the Board should not rest under a false impression as to what a man could make—the wages he could make. If we are going into that matter we want to go into it right and establish it thoroughly. There is no question but what the men will make big wages at any price the Board will fix. There is no contention about that. They want to make as big wages as they can and let us into the competitive market.

Mr. Kane: All these questions about wages have been brought out by Mr. Lukins and I have objected several times on that point. The question submitted was whether this forty cent scale was a scale that the operators could get into the market on. It does not make any difference what they make. The question is whether this was fair enough for the operators to compete with their competitors. That is the reason why I have objected.

Mr. Lukins: We are perfectly willing to leave it on the competitive basis.

Mr. Belger: The idea is to give the operators a chance to compete in the market. The operators of this district claim that some of the operators have the advantage over them. The question of wages was not to be brought up at all. Go to each one of these mines and you can find out the wage-earning power of a man. So that if you put them on the basis of the wage-earning power it would be a different price. The man with the best quality of coal, or the coal easiest dug, could get the market and the other man would be thrown out.

Mr. Kane: How many days did you work for this money and how many days did the shaft hoist that coal?

Witness: I could not answer it positively, but I think the first two weeks in April we worked every day. I ain't positive but I think we did.

Mr. Forman: I can eee how this controversy about wages arises. A concession is asked on the part of the miners from the operators, that they pay the forty cent scale. They claim that it is not too much for the miners. The operator claims that he can not do business on the forty cent scale. If he can not do business and if there is still a margin on the wages we should know about it. It is a question to see who can live. If the miner can not live on less than forty cents, the question is, can the operator run his mine on forty cents? This question of wages is incidental to the others.

Mr. Kane: The miners claim that the forty cent rate is an equitable rate. The operators are asking a concession, and not the miners.

Mr. Forman: The contention you want to sustain is that it is a fair rate.

Mr. Kane: It is a fair competitive rate for the operator to get into the market on.

Mr. Belger: We claim that the rate that was established by this scale is a just rate. We are here to let the operators prove that it is not a fair relative rate.

GEORGE MILLER.

George Miller being called on behalf of the miners and duly sworn, testified as follsws:

Mr. Kane: Have you worked in Chatham for Mr. Murphy since April 1st of this year? A. I have.

Q. Were you mining coal there? A. Yes.

Q. What did he pay per ton. A. Forty cents.

Q. Did you ever hear Mr. Murphy say whether he was making any money at that? A. He said he was making a little money at that, not what he ought to make, but a little money.

Mr. Murphy: When did I make this statement? A. Some time during the week from the 19th to the 25th of April.

Q. Where? A. In my room.

Chairman Calef: Do you think the forty cent rate is a fair price? A. I am not really in a position to know whether it is or not.

Q. Could you make living wages at a less price than that? A. I would not like to have to try,

Mr. Hunter: I would like to ask you if you have ever had steady employment since you came to Chatham? A. I only worked in Chatham about a month.

Mr. Lukins: You worked for us at Auburn, did you not? A. Yes, sir.

Q. Prior to the first of the month? A. Yes, sir.

Q. Did you make living wages before that time at thirty-two and a half cents a ton? A. It was hardly living wages.

Q. What did you average a day? A. I could not say. I believe during the month of December, the best month, about two dollars or two dollars ten cents.

Q. You would not consider two dollars or two dollars ten cents living wages? A. If it was steady work; but coal mining is anything but steady work.

Mr. Hunter: How long have you been at Auburn, Mr. Miller? A. Since the 25th of October.

Q. Have you had steady employment during that time? A. No, sir.

Q. Then two dollars ten cents would not be living wages? A. Not on the number of days we worked.

Mr. Lukins: Mr. Miller, up to the first of January didn't you work in the neighborhood of twenty days in the month? A. In November I don't think I worked twenty days. In December I think we had very nearly steady work.

Q. You commenced in the latter part of October. You worked from the time you started till the first of November every day. A. The month was nearly out.

Q. How has it been since the first of January up to the first of April? A. Slack.

Q. How much time did you work? A. I think somewhere in the neighborhood of half time.

Q. What did you earn per day for the days you worked during that period? A. I don't think I could even make an approximate guess.

Mr. Kane: That is all we will present at the present time.

F. W. LUKINS.

Mr. Lukins: Mr. Chairman, this is a new business to me, but it seems to me proper that a sort of general statement of the case would be advisable at this time, and I would say that prior to last fall the miners in this district were unorganized.

Chairman Calef: I think it would be best to proceed in the same way as with other witnesses. I think Mr. Lukins had better be sworn.

Mr. Lukins was then sworn by Chairman Calef.

Chairman Calef: Now then, Mr. Lukins, you can proceed.

Mr. Lukins: I was going to remark that prior to last fall the miners of the State of Illinois, outside of northern Illinois were practically unorganized and various rates prevailed throughout the State and the price of mining had been reduced in almost all districts to a point that the miners felt they could not stand it any longer and there was a general strike last summer. Now in the case of our company, we have made no reduction in the mining price up to last spring since we started in there. From the fall of 1893 up to a year ago the first of this month our mining price remained the same. We had been paying fifty-five cents a ton for screened coal. The mines in the other sections commenced reducing their prices, and as I say, we let ours remain where they were. In the light of subsequent events I think that is where we made a very serious mistake, because the miners in this field felt that because we had continued to pay the old price we always could continue to do it, and when we asked them for a reduction last spring they refused to take it. In the course of a conversation among some of them, Mr. Belger among the rest, I cited the fact that all other fields had made a reduction in the mining rates, and it had reached a point where it was absolutely necessary for us to make a reduction; that we ought to have done it before, but we had given the miners the advantage of the fact that our mine was a new mine and we had equipped it with the best machinery that money could buy, and our Chicago connections were such that we could dispose of coal very easily and that the miners had had the benefit of that all the way through, and we had reached the point where even those advantages no longer enabled us to compete with the other fields, and while we were the last company of any importance to make a reduction, it seemed to me that it came with poor grace from our miners to refuse to accept it; that if we had commenced the cutting it would have been a different matter and I would not have blamed them for resisting the cut, but being the last, I thought we were justified in it. The answer of Mr. Belger was that this thing had gone far enough and it was time to stop this and they would commence with us. In the light of what happened I guess he was right. It stopped right there. But we felt that it was a little bit tough to commence on us. Now this report I have in my hand gives the prices paid prior to the strike and the prices paid after the strike. For this field they have the price for Virden at twenty-seven and a half cents for mine run coal. That was an estimate made by the Bureau of Labor Statistics, and while it was nearly correct, it was not quite. Our price was fifty five cents for screened coal, and we got out fifty-one three-fourths per cent of screened coal. That would make it a little higher than twenty-seven and a half cents. They have our price at Auburn twenty-seven and a half cents. That is wrong. If figured out, twenty-five and a fourth. We were paying by the box. Take the average and our price was twenty-six 85-100 cents for mine run coal. Now in the shuffle they have raised our price to forty cents. We claim that before the strike we were on a comparatively competitive basis with northern Illinois, and that raising our price the way they did would put it out of line entirely, and as a matter of fact since the first of January, when matters had gotten in somewhere near normal conditions, we have sold very little coal in the competitive markets based on our old price of thirty-two and a half cents as against northern Illinois. They took our price of thirty-two and a half cents and raised it seven and a half cents, but raised northern Illinois only two cents. An advance of three cents in our district would mean an advance of six cents on lump coal. We base all our prices on lump coal from the fact that fine coal is worth only from one-third to one-fourth as much as lump coal. Therefore an advance of three

cents in our district means to us at least two cents more than it does in northern Illinois, where the proportion of fine coal is small. There is another phase of it which I think was not considered by the miner—that an advance of three cents a ton in that district means nine or ten cents a day to the miner. An advance of three cents in this district means about twenty cents a day to the miner. We think that is unjust. We ask to be placed on a basis that will give us a fair return for our investment based upon the price of coal in the Chicago market, into which practically all of our coal goes. We are prepared to demonstrate what our coal costs us outside of the mining price. In regard to the price of coal in Chicago and the freight rate there, it will be necessary for the Board to either adjourn to meet in Chicago or give us time to get the witnesses here. In all probability subpœnas would have to be issued by the Board and it will take some time. It would be better for the Board to adjourn there and get the information, for they could get in better shape than they could here.

Chairman Calef: I would like to hear your version of the conference at Chicago and Springfield when this scale was formulated and finally adopted.

Mr. Lukins: I will commence at the beginning, which was along in December, when I received a notice that there would be a meeting of coal operators in Chicago on a certain day. I got the notice on one day and the meeting was the next day, as I remember. It may have been the second day. I was in St. Louis when I got the notice. I am quite sure the meeting was the next day, because the chief clerk telegraphed me there would be a meeting in Chicago. I got here and attended to some matters and went up at 11:30 that night. That meeting we found was called to formulate a scale for the State and to elect an executive committee. I believe that was the intention of the meeting. When we got there I found that without our knowledge or consent a member of the executive committee had been elected for this district. By the way, at St. Louis the day before, a little bunch of operators got together and elected members of the executive board for several districts in the south end of the State. In one case not an operator was present for that district. I objected to that at the time. I told them I thought it was an unheard-of proceeding to elect a member for a district that was not represented at all. They went ahead and elected him, just the same. When we got up to Chicago we found a member had been elected for us in about the same way. We objected to that and succeeded in getting the party removed and another elected in his stead. Then when we went to go into the committee to formulate that scale, we found that they had things cut and dried there also; that they had the scale practically formed and all that we were supposed to do was to ratify it. I objected most strongly to anything of that kind, and have been a kicker ever since. The operators of the northern and southern parts of this State combined against us on account of our geographical condition. They could do that without hurting themselves. They did do it. They wanted to get us out of the market and worked along those lines, and they have succeeded. They have shut these mines up and they will remain shut up as long as the forty cent rate is in effect. It is absolutely impossible for the mines in this district to get any business at that rate. The price was formulated and it was the distinct understanding that price would remain secret. The next time I was in Chicago, on the 17th of January, to attend the inter-state meeting, I found that every miner had a copy of the scale in his pocket. Part of them were typewritton and part of them were made on the mimeograph. The intention, as I understand it, before the inter-state convention, was to formulate a scale for each district interested; but on account of the time taken up in a quarrel between Pennsylvania and Ohio and some other matters, we were so delayed that by the time we got that thing settled we were all exceedingly anxious to get away, and they simply fixed a base rate for Illinois. We decided to have Danville for the base rate, being next to Indiana, and that meeting adjourned. At the first meeting a scale committee of twenty-one was appointed for the operators. During the inter-state meeting a committee of twenty-one was appointed for the miners. A meeting was called in Springfield for this purpose. I was a member of the scale committee and went there to have the scale reconsidered. I pinned my faith there with the miners. I realized that we had nothing to hope for from the operators, but I did think

that the miners would take the matter up and treat it on its merits. But when we came to go into the joint convention, I found out that the miners had adopted the operators' scale almost entirely, outside of probably one or two districts in Southern and Northern Illinois. The miners in their original scale had gone back to their original Springfield scale, made last September, and had put the price at Braidwood at eighty-two cents, and at Streator fifty-two cents. But in the convention, before the matter was finally decided, they receded from that position and put Northern Illinois back to where the operators has placed it. But they still put our price at forty cents.

Now, when we went into that convention, it was the understanding that no price should be considered fixed unless by a unanimous vote; but after they got along to a certain stage of the proceedings, the chairman—Mr. Traer, I think, was in the chair—decided that the committee had a right to change that by a majority vote. In that way the price was fixed for this district. I objected. I thought then, and still think, they had no right to do it.

Chairman Calef: Were all the operators of this sub-district present?

Mr. Lukins: There were part of them present only. You understand that while ordinarily they were allowed in the room where the committee was in session, they had no right to speak except by permission from the chair. Of course I consulted with the other operators in the district and my action in refusing to agree to it met with their approval. After the scale was made it was left to the executive committees of the two boards to draw up a contract and have it signed. They held a meeting in Chicago. At that meeting I refused to sign the contract and agreement on behalf of our district, claiming that it would be utterly impossible for the mines to pay it and I could not agree to it.

Chairman Calef: How do you compare the conditions between these mines here and at Springfield and Danville, on a competitive basis.

Mr. Lukins: The mines at Springfield have a lower freight rate than we have. They have a coal that will produce fifty per cent less screenings. They get about seventy per cent of lump coal and we get about fifty. At Springfield the mines have a large city trade. They are located surrounding the city and a large proportion of their coal is sold at the chutes at a fair price. They also have an advantage in the fine coal. There are many manufacturing industries in Springfield and they are enabled to sell their coal at a great deal higher price than if they had to ship it. Taking the two districts into account, they can produce coal at about ten cents a ton cheaper than we can. There has never been, to my knowledge, less than a five cent differential between the two districts. Back in 1893, when we commenced to pay fifty-five cents for screened coal, they were paying forty-five cents for mine-run coal. There was sixteen and a half cents of a differential. Now, as between us and Grape Creek they have twenty-two and a half cents a ton better freight rates than we have. They produce a larger amount of lump coal than we do. They concede sixty per cent of lump coal. Our natural conditions here are very much better than in Danville, both as regards the roof, the bottom and the water. They have a bad roof in Danville. Some of them have water in them and the bottom is bad. So the miner is enabled to earn more money here. But of course that is not the question at issue. As between us and Danville we have certainly got to have a big differential.

Chairman Calef: How much in your opinion, Mr. Lukins.

Mr. Lukins: To put us on a fairly competitive basis?

Chairman Calef: Yes, sir.

Mr. Lukins: Well, we ought to have about twenty cents. That is, to put it on a fairly competitive basis. Now, gentlemen, in making this scale we want to get into the Chicago market. We do not expect to get on equal terms with Danville; we want to get on somewhere near equal terms.

Q. Their coal is marketed in Chicago? A. Yes, sir.

Q. How much differential do you think there ought to be between here and Springfield? A. In my opinion we ought to have about ten cents a ton

Mr. Forman: You say, Mr. Lukins, that prior to the time this scale was fixed there was no organization in this district? A. No, sir, none to speak of.

Q. The scale was arrived at between the miners and operators. A. Yes, sir.

Q. Is this scale fixed last December the first attempt at fixing a scale all over the State? A. The one in December?

Q. I mean the joint conference between miners and operators—whether that is the first attempt to include the whole State? A. Yes, I think it is. The miners got together last September and made a price for all the districts in the State and they made that price on what they considered fair lines. They were not influenced by the operators; there were no operators there. They got together and made a scale which they considered just, and I want to say they came a good deal nearer to it than the operators did. They had an inter-state agreement away back in 1886 but the extreme southern portion of the State was not represented there. But this district was. In that convention the price at Danville was fixed at seventy-five cents for screened coal and the price in this district fifty-six and a fourth cents. Wasn't that it, Mr. Belger?

Mr. Belger: It was sixty-two and a half cents but we never got it. We got fifty-six.

Mr. Lukins: The point I want to make is that the differential then was eighteen cents between us and Danville.

Mr. Forman: How many mines are there in this district? A. You mean the fourth district?

Q. Yes, the fourth. A. I think about eighteen mines.

Q. To how many mines does this arbitration apply? A. It will affect really only five, but it is probable that whatever result is arrived at it will be accepted by the balance of the mines along this track.

Q. How many mines are closed down on account of this scale? A. All are closed except Carlinville. Carlinville is a large town and the L., C. & W. R. R. has no mines along the road. The Carlinville mines are running to supply local trade and the L., C. & W. R. R.

Q. I suppose all of these nine mines are pretty extensive shippers? A. Yes, sir.

Q. And their output all goes to Chicago? A. Practically so.

Q. Mr. Lukins has not testified to anything as to the difference in the freight rates. A. I did testify that there was a difference of twenty-two and a half cents a ton between this district and Danville. Between here and Springfield the difference is five cents on lump coal. Both of these of course are against us.

Mr. Kane: Now, Mr. Lukins, in your statement of freight rates between Danville and this district, I understood you to state that your freight rate was twenty-two and a half cents higher than the Danville rate. A. Yes, sir.

Q. And you say in the Danville district they have a bad top and water and things of that kind that you don't have? A. Yes, sir.

Q. Now in your statement you say you think that to place you on a fair competitive basis you ought to have twenty cents differential. That would bring your price down to twenty cents a ton for hand mining and your machine mining down to fifteen cents a ton. A. Down to thirteen cents a ton for machine mining.

Mr. Ryan: Mr. Chairman, if he is entitled to a differential of twenty cents on hand mining I want to ask him what a fair price would be for machine mining. A. As I understand it the machine question is not up here at all. That question will take care of itself.

Mr. Kane: Mr. Lukins, while you think twenty cents would put you on a fair competitive basis, what do you think you could run at? A. Well, I think we could pay more money than that and retain the business along the C. & A. road. That is we could get the business along that road. We could

prevent them from coming over onto our tracks and paying a big switching charge and taking all the business there. We do not expect to be placed on an exact equality with them. We would be willing to pay thirty cents a ton.

Q. I would ask if you have not already offered more than that? A. I have offered at one time to pay a little more than that. But I have always said to the miner that I believed that in paying that he would suffer equally with us; that it did not put us on a fair competitive basis, and that the miner would be doing himself an injustice to accept it.

Q. I asked you the question, what you thought you could afford to pay? A. I suppose it is understood what I have offered—thirty-five and a half cents.

Q. I will ask you if you do not think you would be doing a greater injustice to compel them to take five and half cents less? A. That depends on the man. Some men would rather work one day in the week at three dollars than to work six days a week at a little less per day.

Q. Now, Mr. Lukins, you stated that the scale the miners made in September last was very nearly a fair and competitive scale. A. No, I did not say that. I said it was a good deal fairer scale than the operators got up.

Q. As a matter of fact, wasn't it as near as we can get at this question, in your opinion? A. No. I think Mr. Belger will bear me out in saying that I said at that time that our differential ought to have been greater.

Mr. Belger: When we met at the Great Northern you said it was as fair a scale as was ever made in the State of Illinois.

Mr. Lukins: I have not contradicted that, Mr. Belger. I do not claim that the scale was absolutely perfect.

Mr. Belger: If that was a fair scale then why did you want to go two and a half cents below that with a three cent rise in the market?

Mr. Lukins: Why did you allow northern Illinois to get four cents below it? If you allow that to them, why not allow it to us?

Mr. Kane: I will ask you if a reduction in this scale if allowed in this district, would it not cause an approximate reduction all along the line of about the same per cent throughout the State? A. No, sir, I do not think it will have any effect whatever on the balance of the State.

Q. When you made your kick during these various meetings and these controversies you have had over this matter, havn't other operators notified you that if you got any reduction they would demand the same concession? A. One or two operators have said that; but their past record is such that no dependence can be placed on anything they say.

Q. Then your associates are pretty bad ducks? A. Some of them are pretty weak ducks, I will tell you.

Q. Mr. Ryan has stated that you shipped coal to Braidwood. Considering the freight rates and the price of coal there, how could you do that? A. I will explain that this way. Shortly after we commenced operations here the C. & A. came to us and asked for prices on coal and we gave them prices the same as we would anybody. They said we could ship a certain amount of coal to Braidwood. We said all right. They came to us a little later before we commenced shipping and said they had made satisfactory arrangements with the companies there and asked us to release them from the arrangement. I said all right. I learned afterwards that the coal companies up there had asked a larger price from the C. & A. Railroad than they were asking other people—an extortionate price—and that the railroad company said they would not pay it and the coal companies had found out that they were likely to lose the trade and they had reduced the price. The next year they wanted more money than they wanted from other people. Mr. Chappell would not pay it and made an arrangement with us and we supplied the coal. We got out of that a fair price. We were not interested in knowing whether it went to Braidwood or somewhere else. It is natural that where coal is about eight feet in thickness it can be produced and sold cheaper than in a country where it is three feet in thickness. The C. & A. Company paid our price for the

coal. We were not interested, but it is my understanding that the reason they got that coal from us was because of the excessive price the operators in that field charged them. In order to get the coal from the Braidwood mines they had to take a car to the mines, switch out again, take it to their chute and unload the car. The same procedure had to be gone through in this section of the State, the only difference being the hauling of the car, after it was put into the train, between here and Braidwood. Anyone who has done any figuring on it will know that the railroad company can haul for their own use very cheaply. Mr. Hunter and I were figuring on it and we make it four and a half cents a ton.

Mr. Hunter: No, sir, we did not.

Mr. Lukins: I did then.

Mr. Hunter: Not we.

Mr. Lukins: Didn't you agree to it?

Mr. Hunter: No, sir, I did not.

Mr. Lukins: We all know that railroad companies can haul coal for their own use at a very small expense. I think I have made a sufficient explanation. I appreciate the fact that this is a sore spot with Mr. Ryan. He was digging coal at Braidwood at the time and it took part of his business from him.

Mr. Hurst: I was not a member of the scale committee. I would like to ask you, did you make any figures on the scale or figure out what would be right for each district? A. We just set down the price.

Q. I want to ask if the operators' and miners' associations ever made any figures? A. The miners brought their scale in there at the beginning of the session and presented it to the operators. I do not know the *modus operandi* they went through. From what I hear they just took the operators' scale and let it go at that.

Mr. Kane: That is the scale you speak of as having been fixed by the operators and sent around and was to have been kept secret? A. Yes.

Q. You stated, I believe, that a good many of the operators of this district were not at the meeting where the scale was made. You were a member of that committee? A. Yes.

Q. Isn't it a fact that all those who had any objections, operators or otherwise, were invited to appear before that committe and present their side of the case? A. I do not remember that there was any such invitation as that given. Some of the people did go there that had no representative on the Board. But where a district had a representative on the Board he was supposed to take care of their interests.

Q. You were there to take care of the interests of this district? A. Yes, sir.

Q. You spoke about those fellows in the Braidwood district charging an extortionate price. Would you have any objection to stating what that price was? A. I do not remember.

Q. How do you know it was extortionate? A. It was so considered by the railroad company.

Mr. Forman: Do you have information of any mines in the State that have refused to pay this scale besides this eight you mention? A. Mines at Hillsboro and Pana; the mines in the extreme southern portion of the State, I don't know just how many. I understand the mine at Taylorville has made a settlement.

Q. Is there any in southern Illinois outside of Williamson county? I suppose you refer to the Brush mine? A. There were the Brush mine and some of the hand mines. There was a mine down at Mt. Vernon that thought it was unfairly treated.

Q. The one at Mt. Vernon is running. How many mines at Hillsboro and Pana? A. There is one at Hillsboro and four at Pana, I understand, that have closed down.

Mr. Kane: In your opening statement you stated that your company was the last company to make a reduction last spring before the suspension; that they had all made reductions before you had and you asked your men to come down in their prices because everybody else had. During that time isn't it a fact that you widened your screen a quarter of an inch? A. No, sir. The screen had widened a little by natural wear; but we had not widened it.

Q. You had not widened it from one and a quarter to an inch and a half? A. No, sir.

C. H. HURST.

C. H. Hurst, representing the Virden Coal Company, being sworn, testified as follows:

Mr. Lukins: You operate a mine in Springfield? A. Yes, sir.

Q. You are interested in the Virden Coal Company? A. Yes, sir.

Q. Will you please state to the Board the difference in the cost of producing coal in this district and at Springfield? A. The cost of production is about ten cents a ton less in Springfield than in Virden. This difference is caused by the percentage of fine coal.

Q. How long have you been operating in Springfield and in this district? A. In this district about four years; I was out about six months. I sold out one mine and bought another. I have been in Springfield about eighteen years.

Q. What has been the usual difference in the mining price between the two districts? A. It has never been less than five cents with the exception of the price fixed now. Five cents on screened coal, which would be about eight cents on mine run coal; from that up to sixteen and one-half cents. If I had the pay rolls I could tell you.

Q. Mr. Hurst, you used to operate the mine at Auburn that was afterwards sold to the Chicago-Virden Coal Company? A. Yes, sir.

Q. When you commenced operating there you paid by the day? A. Yes, sir.

Q. How much per day? A. Two dollars fifty cents at one time; afterwards two dollars twenty-five cents.

Q. You afterwards changed to the box system? A. Yes, sir.

Q. Did you change that at the request of the miners or of your own volition? A. The miners did not object to it. It was by agreement with the miners.

Q. The arrangement was made mutually and the price agreed upon by the box? A. Yes, sir.

Q. What did that figure by the ton? A. About twenty-five cents mine run. I paid thirty-seven cents a box and a box is a ton and a half,

Q. How long did they work under that box system for you? A. About a year and a half.

Q. Until you sold out? A. Yes, they were working under the box system when we sold to the Chicago-Virden Coal Company. Gentlemen, I will tell you how I figured that difference of ten cents between Springfield and this district. It is in the difference in the selling price of fine coal. We will take a hundred tons of coal produced at Springfield. There will be seventy tons of lump coal and at eighty cents a ton this will sell for fifty-six dollars; and thirty tons of screening which at twenty-five cents would be seven dollars fifty cents. That would be sixty-three dollars fifty cents for one hundred tons of Springfield coal. At Virden there would be fifty tons of each kind of coal which at the same figures would sell for fifty-two dollars and fifty cents. Take fifty-two dollars fifty cents from sixty-three dollars fifty cents and you have a difference of eleven dollars on one hundred tons of coal. They have

the advantage at Springfield on account of the larger percentage of lump coal. The freight rate on lump coal is five cents higher from Virden than from Springfield.

Chairman Calef: Do they both sell on the Chicago market at about the same price? A. From Springfield I do not ship any coal to Chicago at all. The mine at Riverton ships coal to Chicago. As a usual thing they do not ship a great deal except Riverton, which ships a great deal.

Mr. Forman: Where do these other mines ship? A. They have a Chicago market, some of them. Some of them ship to points along the line. Springfield coal is a good domestic coal. It is a hard coal and stands handling well. It is very well liked for domestic purposes. We can not sell a pound of Virden coal in Springfield for domestic use. The difference between the Danville field and this field of course is twenty-two and a half cents on the freight rate. I know I can not compete. I understand the price in Chicago on Danville coal at the present time—I understand it sells as low as one dollar forty-five cents in the Stock Yards.

Chairman Calef: You do ship some coal to Chicago? A. From this district but not from Springfield. Between eighty and ninety per cent of our coal has been shipped to Chicago.

Mr. Kane: Now you said that you figure out that the differential between Springfield and this district ought to be about ten cents? A. I give my figures which show a difference of about ten cents on account of the difference in the percentage of fine coal.

Q. Riverton is in the Springfield district? A. Yes, sir.

Q. You say they ship to Chicago? A. Yes, sir.

Q. I will ask you if a reduction in this district from the forty cent scale, the coal from this district going to Chicago, would not have the effect of reducing prices in Riverton and other points that ship to Chicago. A. It should not have.

Q. Why? A. Because they have ten cents the advantage of us now.

Mr. Lukins: They have fifteen cents the advantage.

Mr. Murphy: Isn't it a fact that they can sell mine run coal in Chicago at a big advantage over us? A. The only difference on the mine run coal would be five cents difference in freight rates.

Mr. Lukins: Wouldn't they be able to sell that coal at a higher price on account of the larger proportion of lump coal in it than we have? A. I can not answer that. If I was buying it I would rather have Springfield mine run coal than Virden mine run coal. I do not know what the steam users would do. There is, of course, a five cent difference in freight rates. They would have the advantage; that is, we would have to sell our mine run coal at five cents less to make an even price in Chicago.

Mr. Hunter: Would it cost more for dead work in Virden than in Springfield? A. I wish I could trade. I could do my dead work in Springfield a good deal cheaper.

Mr. Lukins: Would you be willing to go back to your old method and pay two dollars twenty-five cents today? A. Yes, sir.

Q. And furnish them their supplies. A. Yes, sir.

Mr. Kane: That is in preference to paying the forty cent scale?

Mr. Lukins: Yes.

Mr. Kane: I will ask if this proposition to change from the box system did not emanate from the company? A. The miners agreed to the proposition.

Q. What were you paying at the time? A. Two dollars twenty-five cents a day.

Q. What did you say the boxes held? A. About a ton and a half. That is, the way they agreed to load them, eight inches above the sides.

Q. How many boxes did they load for you when you were paying two dollars twenty-five cents a day? A. Some of them twelve and fourteen; some as high as sixteen.

Q. One man? A. I can not remember exactly. We only required them to do an honest day's work.

Mr. Hunter: What would you consider an honest day's work? A. What a man could do. We do not say to them, "You must get out so much."

Q. What was the number of tons produced? A. Well, from fourteen to sixteen boxes.

Mr. Ryan: Do you mean two men? A. Yes, sir.

Q. Could they do that in eight hours? A. We worked ten hours.

Mr. Kane: Then they loaded fourteen to sixteen tons a day and you paid them two dollars and twenty-five cents? A. That was for the shooters. We paid the loaders one dollar seventy-five cents a day.

Mr. Hunter: You did not pay them two dollars twenty-five cents? A. No, sir.

Mr. Lukins: You furnished the supplies? A. Yes, sir.

Mr. Lukins: Gentlemen it seems to me that in deciding this matter on a competitive basis it would be necessary to ascertain what competition we have to meet in Chicago and also what the freight rate to Chicago is. In order to get that the better way to get it would be to go to Chicago. We can get the information fully and completely there and we cannot get it here. I suggest an adjournment to Chicago either to-morrow morning or some other day, as may be most convenient to the Board.

Chairman Calef: Are you through with your evidence or is there any one else that you desire to be heard?

Mr. Lukins: We are through up to that point, I guess.

Chairman Calef: I will say that the Board will consider that matter and decide what they will do later on.

Mr. Ryan: We came here to-day for the purpose of getting this question settled and we are satisfied to let the matter rest with the Board now. We are not prepared to run all over the country. We do not care to go to Chicago. Mr. Lukins has known this thing was coming. We want the question closed to-day.

The Board then took a brief recess and retired for consultation, after which the hearing of evidence was resumed.

JAMES BREESE.

James Breese, being called on behalf of the miners, was sworn and testified as follows:

Mr. Kane: Where are you from, Mr. Breese? A. Litchfield.

Q. Are you mining coal there? A. Yes, sir.

Q. What price per ton do you get there? A. Forty cents.

Q. How long since you have been getting that price? A. Ever since the first day of April.

Q. Are you working pretty steady? A. Tolerably. We work about five hours pretty near every day.

Q. It is a shipping mine, is it? A. Yes, sir.

Q. Whereabouts, if you know, do they ship their coal? A. Chicago market.

Q. Do you know anything about the rate to Chicago from there? A. I do not.

Q. Is this mine where you are working in this fourth district? A. Yes, sir.

Q. You are working under the fourth district scale price? A. Yes, sir.

Mr. Lukens: You say they ship coal to Chicago from there? A. Yes, sir.

Q. What makes you think they ship coal to Chicago? A. Because I see it billed.

Q. How many cars a day do they ship to Chicago? A. They do not fill very many—three or four cars a day.

Q. Who does that coal go to at Chicago? A. I have forgotten.

Q. You see it billed? A. I never paid any attention to the names.

Q. When did you see the last car billed to Chicago? A. Just the other day.

Q. What kind of coal was it? A. Lump coal and nut coal.

Q. Are you sure there is any lump coal? A. Yes, sir.

Q. Do you know what that coal sells for in Chicago? A. I do not.

Q. Did you ever work in this district along the line of the Chicago and Alton Railroad? A. No, sir.

Q. Do you know anything about the nature of this coal here? A. I do not.

Q. How thick a vein have you got at Litchfield? A. All the way from thirty-eight inches up to six feet.

Q. What kind of coal is it—hard or soft? A. It is a kind of betwixt and between; its a little hard and a little soft.

Q. You mean in different portions of the mine some is hard and in others soft? A. No, it is all the same kind.

Q. Do you know anything about its burning qualities? If it is a good domestic coal? A. It burns pretty good.

Q. Have you ever burned this coal at Virden? A. I have not.

Q. You have burned that? A. Yes, sir.

Q. Where did you work before? A. In the Belleville district.

Q. How does it compare with that? A. It does not compare at all.

Q. Is it as good? A. It might be as good.

Q. How does the quality of the coal for burning compare? A. It burns as good, I guess; maybe a little better; maybe not any better.

Q. Isn't it a much better coal for domestic use than the Belleville coal? A. Not to my notion.

Q. Where else have you worked besides Belleville? A. Streator.

Q. How does it compare with the Streator coal? A. I have never burned any Streator coal.

Q. How much coal do they get out there a day at that mine at Litchfield? A. All the way from four to eight cars when they work all day.

Q. Do you know how much coal they sell for the team trade? A. Well, they don't sell such a great big pile. The old shaft at Litchfield pretty near has the trade.

Q. Isn't it a fact that they can sell that coal for twenty-five cents a ton more than the coal along this track? A. I do not believe it. They might, do it, but I don't think it. The reason why I don't think so is because they have so much bony coal.

Q. Isn't that taken out before it is put on the car! A. Not all of it. It goes up to the market at Chicago, lots of it.

Q. The bony coal? A. Yes, that's what I mean.

Q. What proportion of it is bony coal? A. Some of it is in the top and some of it is in the bottom.

Q. How thick in the bottom? A. Some places that thick (indicating).

Q. In the top? A. About four inches.

Q. That does not leave much clean coal? A. No, sir.

Q. Is that uniform all over? A. No. sir; some places it is six feet.

Q. Of the bony coal? A. Yes, sir.

Q. What do they do? A. They dump it on the dead pile.

Q. How long would that continue? A. I don't know. It has gone for several hundred feet in the two west entries—three hundred or four hundred feet of that kind of stuff.

Q. They pay forty cents a ton for digging it? A. Yes, sir.

Q. How much for driving the entry? A. One dollar and fifty cents a yard.

Q. Do you think they can sell that for seventy-five cents and pay expenses? A. I am not supposed to say what they sell coal for; I know they pay the price.

Q. You have been engaged in mining a long time? A. Forty years.

Q. Do you think an operator can pay forty cents a ton for mining, pay his other expenses and sell coal at seventy-five or eighty cents a ton and come out even? A. Is that a question you are asking?

Q. Yes, sir. A. That is a pretty long one. I could not answer that question without you split it up.

Q. Do you know whether that company is in the hands of a receiver? A. Why, certainly.

Q. It is liable to stay there, isn't it? A. That is a question I am not supposed to answer.

Chairman Calef: How many mines are there in the vicinity of Litchfield? A. Two.

Q. Are they both in operation. A. They are a little.

Q. In full operation, both of them? A. Yes; the old shaft does not work very much though; works a little over half time.

Q. What do they pay at both places? A. Forty cents at our place. They pay for screened coal at the other place.

Mr. Lukins: You say they are working on a screen coal basis? A. Yes, sir.

Q. Are they union men at that mine? A. Yes, sir.

Q. Is it the rule of the union that that thing is allowed?

Mr. Hunter: We will take care of the union. You take care of the operators.

Mr. Kane: If I understood you correctly this old shaft furnishes coal to the local trade in the town? A. Yes, sir.

Q. And the other shaft, where you work, where they pay the forty cent rate, is a shipping mine?

Mr. Lukins: They also sell retail coal? A. They do some little.

Q. But the other has the largest trade? A. Yes, sir.

Mr. Kane: Don't both of these mines belong to the same firm? A. No, sir.

Mr. Lukins: Mr. Clineback, the owner of the mine you are working for, claims he has the largest trade? A. They worked about fifty-three men about six weeks ago. Finally the weather got warm and the trade began to drop off and they sent them up to the new mines.

Chairman Calef: Gentlemen, I desire to say with reference to the suggestion of Mr. Lukins about the Board adjourning to Chicago, that we have considered the matter and have come to the conclusion that inasmuch as Mr. Lukins has already stated the difference in freight rates between here and

Chicago and Springfield and Chicago and Danville and Chicago, and it has not been disputed, it is entirely unnecessary for the Board to go to Chicago.

Mr. Ryan: We take the position that we are not in a position to dispute that. We are willing to leave that with you.

Mr. Hunter: We are perfectly satisfied to leave this with you.

Chairman Calef: Mr. Kane, have you any further evidence that you desire to offer?

Mr. Hunter: Not a bit. We are willing to leave this matter with you.

F. W. LUKINS, RECALLED.

F. W. Lukins again took the witness stand to testify in behalf of the operators. He testified as follows:

I want to testify as to the cost of coal outside of the mining rate, in order that the Board may arrive at a fair price for mining in this field. Taking the figures from last year's work for our mines the actual expense of labor, miscellaneous expenses, office expenses, insurance, taxes and so on for mine run coal is 21 78-100 cents per ton. Now what additional cost the eight-hour day will make we are unable to definitely say. Judging from what I know about the matter, I should say it will be right close to twenty per cent. The day men, the lowest of them, have had an advance of ten per cent. Some of the men have had an advance of about twenty per cent. On account of the reduction of the hours of labor, it will necessarily increase almost all of our items of expense. There are a few small items that it will not affect; but most of them it will affect. Considering them at twenty per cent that would amount to something over four cents—4 36-100 cents. Now that, gentlemen, is outside of any interest on the investment, outside of the worth of our coal in the ground and the sinking fund to reimburse us for our outlay. We figure it would take five cents a ton on the coal that we produce to give us six per cent interest on our investment, to repay us for the cost of our coal and plant by the time the coal was worked out. Now I have figured that over rather carefully and that is as near as I can arrive at it, and I think it is a fair estimate of what it would be worth. Now we claim that we are entitled to that five cents a ton, and that we are also entitled to a reasonable profit outside of that, that any man has in business. The mining business is a hazardous business. We have been exceedingly lucky, and we have had no accidents to amount to anything. Those things are likely to happen. Any mining company is liable to have those things happen, no matter how careful they may be or how well they may guard against them. Now this calculation leaves out the strike expense we had last summer; it leaves out the months we were idle entirely. If we should add that, and it might be properly done, and take the year's business it would increase that quite materially. But we figure that those things are not ordinary occurrences; they happen but seldom, and I have left them out entirely and figured on the time we actually ran.

Mr. Kane: Now, Mr. Lukins, I would ask you if this additional cost you speak of, owing to the reduction of the hours of labor on the part of the company men from ten hours to eight hours, does not also hold good as to your competitors? A. Yes, sir."

Q. Then on that point you are in the same box—it is a stand-off? A. Well, we expect to prove, Mr. Kane, the price at which they sell coal in Chicago. You see they have been running a month and a half or over and they have had an opportunity to find out somewhere near what that expense is. They are actually selling coal now at a certain price. Now this element I speak of—this increase—has certainly got to be added to our expenses in order for us to tell what our coal is going to cost us.

Q. Very true; but it does not alter the fact that your competitors have the same expense, so that between you and them it is stand-off. Now then going further on that question, you admitted in your testimony that they had a very bad top in Danville? A. Yes, sir.

Q. They had water to contend with? A. In some cases.

Q. Natural conditions were against them and in your favor? A. Yes, sir.

Q. Consequently that item you speak of would necessarily be greater on them because of the extra amount of company hands they would have to maintain? A. Yes, sir, that is true.

Q. The element of danger of accident you speak of is greater there owing to the bad top? A. More liable to accidents there; yes, sir.

Q. Taking the whole northern field, isn't it a fact that the same conditions that exist in Danville exist there to the same or to a greater extent—at least to as great an extent? A. Yes, sir.

Q. And also the question of your sinking fund and the value of the coal in the ground and insurance and all that sort of thing—all of the companies have to figure on the same things? A. Yes, sir.

Q. And the timber question is a far greater expense there than it is here? A. Yes; but, Mr. Kane, you want to bear in mind that they have taken those things into account and are selling coal at a certain price. Now to meet those conditions we have got to make a price we can sell at.

Q. The conditions there being worse, or rather against those companies on those lines, they have added that to the cost of production and are selling coal on that basis? A. Yes, sir.

Q. Now then you will have to do the same thing before you can meet that price, from the fact that you have less of that expense to meet? A. That is all right. We are willing to give the miner the benefit of all that.

Q. Isn't it the condition that actually exists? A. Yes, sir; the man that sells coal in Danville has figured on those things. He has taken those things into account. We have to meet those things in competition. We have to take them into account in determining our price.

Q. Certainly; but it is not an unknown quantity, because those parties have met conditions and disadvantages that do not exist here and are paying a scale, and they have consequently got to sell coal enough higher to cover that. Now you go ahead and sell at an advance also. A. You see, Mr. Kane, we have got to meet their price. They set the pace and we follow. Now they have figured on those things and they have arrived at a price at which they can sell coal and are selling it. Now you see we have got two unknown quantities here. We know what our cost was last year. The mining price is an unknown quantity as yet, and the advance of our miscellaneous expenses is an unknown quantity. They may be fifteen per cent or twenty per cent.

Q. Now to simplify it, your company men work eight hours instead of ten? A. Yes, sir.

Q. That is a quantity easily figured out. You know what it cost you last year to maintain your men. It is an addition of two hours extra cost. They have had to do the same thing except they have a great many more men. A. I was going to say that the unknown part of it is just what effect the eight-hour day will have on the mines in the winter when there is a big demand for coal and a short day to get it out.

Q. Does not the same rule hold good on your competitors? A. Yes, sir.

Q. Then so far as that is concerned, it puts you on the same basis. The only unknown quantity is the price that you have got to pay per ton. A. Well, we say that the advance on account of the eight-hour day and the advance given the day men, will increase the cost twenty per cent. Are the miners willing to concede that position?

Q. Let me ask you, Mr. Lukins—suppose you had ten men to whom you had to pay an advance of twenty per cent. Your competitor has twenty men upon whom he has to pay an advance of twenty per cent. Haven't you got the advantage? A. In his case the matter is settled. He has figured on what it is going to cost him and he is selling his coal at a stipulated price. He has taken care of that expense in his selling price, and he has presumably got a margin.

Q. But you do not want this Board to understand that you are not competent to figure out what this advance would be on your ten men? A. As I say, there is an advance of ten per cent on some, twenty per cent on others, and then in the operation of the eight-hour day I do not believe any man can tell the effect it will have until he has tried it.

Mr. Belger: Suppose you are on an equal basis with Danville in freight rates, aren't you on an equal basis? A. If our freight rate was the same. But the Board is now to determine what is a fair price for mining.

Q. Your competitors have the same things to pay that you have, barring the extra expenses? A. The freight rates are unequal.

Q. They should ask for the differential. A. Now, gentlemen, in order to get at this thing a little plainer, we will suppose that coal sells in Chicago at one dollar and fifty cents a ton. We will suppose that the freight rate is fifty cents a ton, for easy figures. That will leave a dollar a ton at the mine for that coal. Now, in our case, the expenses last year were 21.78 cents per ton. If the expenses this year were the same, we would simply substract that 21.78 cents from the dollar, and the balance would represent our our mining rate, interest on our investment, the sinking fund and the profits. There is another element that comes in there—the element in the advance in the expenses on account of the eight-hour day. That has got to be taken into account. The other man has already determined that. It is an important item and it has got to be taken into account. We think an advance of twenty per cent is a fair price. If the miners here think differently, we would be glad to hear from them as to what they think the advance ought to be.

Mr. Kane: You say last year the expense of maintaining the mine was 21.78 cents per ton. Now, assuming that your competitor's expense last year was the same, and he has more men affected by this eight hour business than you have, I do not see that it cuts you out of the market, from the fact that you are both on the same basis, with the advantage in your favor, because you have less men affected by the eight hour system than he has. If you knew the price you had to pay the miner for mining the coal, then you would know just as well what you would have to sell that coal for as your competitor knew when he paid his price. A. You see, Mr. Kane, he knows; he has set the price.

Q. Wasn't he in the same boat as you are? This rule took effect on him. He has set the price in the market. It is assumed to be sufficient to let you in if you have a competitive rate, because he has more men affected by this eight hour system than you have. Hence that price is a safe price to let you in if your mining price is a competitive price. A. Then do I understand you to take his selling price and deduct from that his freight and his mining rate, and leave the rest for his miscellaneous expenses and his profit? Do you want to give us the same amount.

Q. My idea is this: That this element of labor you are speaking of is an element that cuts a greater figure in the Danville field and in the northern part of the State, than it does with you. Now, if your other expenses were competitive, then the advantage is in your favor on that point. A. We are on different lines altogether.

Q. I will ask you, Mr. Lukins, if it is not a fact that this eight hour business, the price of day labor, and all that sort of thing, has not been agreed to and settled throughout the State and is not a matter of controversy. Isn't it simply a question of the mining price? A. Yes, sir.

The Board then took a recess for fifteen minutes. Upon reconvening, Mr. Lukins announced that Mr. C. C. Terry would act as spokesman for the operators.

T. J. O'GARA.

T. J. O'Gara, being called on behalf of the operators, and duly sworn, testified as follows:

Mr. Terry: Mr. O'Gara, where do you live? A. Chicago.

Q. What is your business? A. The coal business.

Q. In what capacity? A. Manager of the firm of O'Gara, King & Company.

Q. What department of the work do you attend to? A. I attend principally to the selling.

Q. On what market is your selling done? A. In Chicago, chiefly.

Q. How long have you been a coal salesman? A. Eight or ten years.

Q. Are you now, and have you been during that time, familiar with the prices of coal in Chicago market? A. Yes, sir.

Q. I will ask you if the Chicago market is where the coal from Green Ridge is marketed?. A. Yes, sir.

Q. I will ask you if you know the market price of mine-run coal from Green Ridge and the mines in this district? A. Yes, sir.

Q. What is that price? A. The price of that grade of coal in Chicago ranges from one dollar twenty-seven and a half to one dollar thirty cents.

Q. I will ask you if you are acquainted with the quality of the coal that is taken from the mines in the Danville district known as the Grape Creek mines? A. Yes, sir.

Q. I will ask you if you are acquainted with the market price of that coal on the Chicago market? A. Yes, sir.

Q. I will ask you how the market price of that coal compares with the market price of your coal? A. It has to sell at about the same price—practically the same price.

Q. I will ask you, Mr. O'Gara, if you are actively connected with the operating department of the mine at Green Ridge in this district, or is that mostly entrusted to other persons? A. It is mostly entrusted to other persons.

JOHN KING.

John King, of the O'Gara-King Mining Company, was called on behalf of the operators, and being duly sworn, testified as follows:

Mr. Terry: Mr. King, where do you reside? A. I live about thirty miles this side of Chicago.

Q. What, if any, mine are you connected with in this district? A. I own the mine they call the Green Ridge.

Q. Are you actively connected with the operation of that mine? A. Yes, sir.

Q. How long have you been so connected? A. About six months.

Q. I will ask you to state, Mr. King, if you can inform this Board as to the price of coal, as to the cost of coal, aside from the mining cost, including all labor other than mining, and including all miscellaneous expenses and everything of that kind—if you can inform the Board what is the cost of that coal, not including the mining cost? A. Not including my own expenses?

Q. All expenses of getting out that coal, aside from the mining price.

Mr. Kane: I object to that question. My reason is this, that while Mr. King can tell the cost of producing his coal aside from the mining cost, this Board has no evidence before it of the cost aside from the mining price of

operating the other mines in the competitive field. We have not anybody here today to give that information, and as we understand the sole question that has been raised here is on the price paid the miners.

Mr. Terry: It seems to me that the questions we are now getting at have the most direct bearing upon the subject. If the expense of getting out this coal, aside from the mining price, is so great that they can not pay the forty cent rate and get into that market then they must pay less than forty cents. The freight rate is a matter that can be directly testified to and known. If the freight rate to which is added all other costs and the mining labor, and adding to it the forty cent mining rate—if that makes a sum greater than the Chicago market price, then the operators can not pay the forty cents. This is the very information that you should get at. I submit that the question is proper and that this Board ought to hear the answer to that question.

Mr. Kane: In reply to the gentleman I will say that the matter of freight rates has been put in evidence here and is uncontradicted. The Board has passed upon that point and it has been admitted in evidence here by Mr. Lukins that the expenses in the northern field are far greater than in this district. He has stated on the stand that his expenses were twenty-one cents a ton aside from the mining rate. Now if this Board wants to go into the question of the relative cost of production aside from the mining rate, then it follows in justice to the miners that you should go into the northern field and ascertain the same thing in every mine with which these mines come in competition. If the Board desires to do that it may, but it will be a great inconvenience to us.

Mr, Terry: The only thing that was testified to was the differential, which is not the rate. We propose to show that these mines can not pay forty cents for mining and get into the market. This Board of Arbitration in solving this question ought to have that information. It would not be fair to maintain such a rate that these operators can not run their mines.

Chairman Calef: I think the question is fair and the gentleman may answer it.

Mr. Kane: Both Mr. Lukins and Mr. Hurst testified to the rates.

Mr. Terry: Are those rates uncontradicted?

Mr. Kane: We have not contradicted them because we were not prepared to do so.

Mr. Terry: I will ask you, Mr. King, what is the cost of mining coal at Greenridge aside from the rate paid for mining? A. That is, on the last scale. It was 19 11-100 cents. That is, producing it and putting it on the cars; not any other expenses at all; not allowing me a drink of whisky once in awhile.

Q. Now I will ask you, Mr. King, if you can estimate from your experience as a coal man how much this 19 11-100 cents will be advanced by reason of the adoption of this eight-hour rule? A. I can not figure that.

Q. Will it be greater or less? Can you estimate the increase over the 19 11-100 cents by reason of the adoption of the eight-hour rule? An approximate estimate? A. No, I can not do that myself.

Q. What advance, if any, Mr. King, did you give your day men over what you were running under? A. The scale has not been properly fixed. We have been kind of guessing at it. I have got two scales. I don't know which one to abide by.

Q. How long has the Greenridge mine been in operation? A. I don't know positively; I know how long I have been there.

Q. I will ask you whether it is an old or a new mine? A. Comparatively new—three years or three and a half.

Q. As compared with older mines what is the expense of getting out coal? A. I would consider it less.

Q. At an older mine you would have further to haul the coal and would have a greater expense than 19 11-100 cents? A. Yes, sir.

Q. I will ask you whether the Greenridge coal mine is a fairly well equipped mine? A. In my judgment I think it is.

Q. Was there anything included in that 19 11–100 cents per ton for interest on your investment and for coal that was being taken out and for the diminution of the value of the land? A. Nothing.

Q. Was anything added for the wear and tear on your machinery and the building. A. No, sir.

Q. That was the actual cash you were compelled to outlay? A. Yes, sir.

Q. I will ask you if you can make an intelligent estimate as to what would be the addition per ton for those items that you have not included in this 19 11–100 cents? A. It would only be guess work.

Q. If it would be only guess-work I don't want it. A. I can give you the cost of the plant.

Q. What? A. One hundred thousand dollars.

Q. What would six per cent on that be? A. You can figure it—six thousand dollars.

Mr. Kane: Mr. King, I would ask you if this item of interest on the investment, insurance upon plant, sinking fund, to reimburse you for the investment, is not an item that all coal companies or any other company in business of any kind has to figure on? A. It is a business principle to invest money for profit.

Q. Isn't it a fact that these items that you have been speaking of are items that all business men figure on and consequently would affect your competitors the same as yourself? A. I don't know.

Q. Do these items affect all of your competitors in the same way they do you? A. I don't know; it may and it may not.

Q. If they do business on business principles and it is assumed they do? A. I can only state for myself. That is a matter for you people to judge.

Mr. Terry: As a matter of fact you are new in the coal business? A. Comparatively new.

Mr. Kane: I will ask you if you have not been operating your mine within the last two months? A. Yes, sir.

Q. I will ask you if you have not been operating that mine under the eight-hour law? A. I am operating it under the rules that you people made.

Q. Eight hours a day instead of ten? A. Yes, just as long as they would work.

Q. I will ask you if you have been paying those day men the scale of prices fixed throughout the State for eight hours' work? A. No, I have not paid them at all yet.

Q. Isn't it understood that you will pay them? A. I don't think it is; it depends on the scale that you fix.

Q. I am not talking about the miners; I am talking about the day hands; are they working for you for nothing? A. No, I don't think they are.

Q. What price are they to be paid? A. I will pay them whatever price you people agree on.

Q. Is there not an agreement?. A. Yes, there is a written agreement.

Q. What is it? A. There are three agreements. The first, whatever the officers of your organization would decide was fair to pay pending some convention you were going to hold in Springfield or Chicago. The second one was that Mr. Marble had agreed upon, that we were to pay thirty-five and a half cents a ton.

Q. I am not talking about the miners; I am talking about the day men—the drivers, etc. A. I do not know as I ever had any agreement with them.

Q. Do you know what the scale was that was adopted? A. Only through a rumor.

Q. Did you not receive a printed copy of the official scale of the day laborers? A. Yes.

Q. Are you paying that scale? A. No, I have not paid anything yet.

Q. Do you intend to pay it? A. Yes, I do.

Q. Now, then, Mr. King, you stated that last year your expenses outside of the miners' price was nineteen and eleven-one hundredths cents per ton. Now that included this class of labor we are talking about, did it not? A. I think it did.

Q. Then having run under the new scale governing that class of labor, are you not prepared to state what that expense is and what it was last year? A. No, I am not prepared to state it because I did not figure on it at all. I do not know exactly what it cost.

Q. How long have you been running under that scale? A. Under what scale?

Q. This eight-hour day labor scale. A. I think we worked possibly fifteen days.

Q. You have not made up your pay-roll? A. No, we can not do it until you people decide it.

Q. As a matter of fact, Mr. King, this question of extra cost on account of the reduction of hours from ten to eight and the small proportion of advance affects your competitors as much as it does you, does it not, other things being equal. A. You have too long a string to it Mr. Kane.

Q. Are you acquainted with the Danville field or the northern field? A. Yes, I have been there once.

Q. Did you ever operate any mines there? A. No, sir. I have been at Danville and have been in some of the mines.

Q. Then you would not consider yourself a competent judge of the expenses in that field?. A. Well, no, not a competent judge. I just went for a view of the property.

Chairman Calef: Do you know what the difference in the freight rate is between Springfield and Chicago and Greenridge and Chicago? A. Only from hearsay.

Q. What rate do you pay? A. I sell my coal at the mine.

Q. All of it? A. Yes sir.

Q. Is it shipped away from the mines? A. The greater portion of it. I sell two or three tons a day to the miners.

Q. Do you sell all of your coal to one company? A. The principal part of it.

Q. Who buys the coal from you? A. O'Gara, King & Company the principal part of it.

Q. Do you know what the freight rate from Danville to Chicago is on coal? A. No, sir, I do not, except from hearsay.

Mr. Kane: For the information of the Board I would like to ask you if Mr. O'Gara and Mr. King are the owners of the Greenridge mine? A. I don't think you will know that. I don't think you have any right to know it. I don't think it interests you one way or the other.

Q. If I understood you right you stated that you were the owner of the Greenridge mine? A. Did I say so? That's all right. That is all you wanted to know, isn't it?

Q. I want to know if O'Gara and King were interested? A. You wanted me to tell a lie, did you?

Q. No, to tell the truth. You ure under oath. A. You have got all you will get out of it.

Q. I will ask you if you are a member of the firm of O'Gara, King & Company? A. Yes, I have some stock in it.

Q. Then King & O'Gara sell their coal at Greenridge to O'Gara, King & Company? A. No, sir, you have not got it just right.

Mr. Terry: I will ask you if there is a difference in the ownership of the mines and the purchasers of the coal? A. Sure.

Mr. Kane: A legal difference but no personal difference. A. There is both.

Chairman Calef: I would like to know what the difference is if you will be kind enough to state. A. What difference?

Q. Between the sellers of the coal and the purchasers of the coal. What is the difference in the two companies or corporations? A. One is a company and the other is a corporation—a chartered corporation.

HIRAM M. YOUNG.

Hiram M. Young, of the Girard Coal Company, was called on behalf of the operators, and being sworn, testified as follows:

Mr. Terry: Mr. Young, where do you live? A. Girard.

Q. What, if any, connection do you have with the coal mine there? A. Superintendent of the Girard Coal Company.

Q. The Girard Coal Company is incorporated? A. Yes, sir.

Q. How long have you been there in connection with the mines? A. Ten years.

Q. How long have you been superintendent? A. Six years.

Q. What, if any, other positions have you held with that mine? A. I was in the office a couple of years as clerk.

Q. I will ask you if you have not been secretary of the company? A. Yes, sir.

Q. When? A. Two years ago.

Q. I will ask you, Mr. Young, if you are familiar with the cost of producing coal at that mine? A. Yes, sir.

Q. I will ask you to state, Mr. Young, if you can, what is the cost of producing coal at that mine apart from the mining rate? A. Thirty-four and sixty-four one hundredths cents per gross ton.

Q. Mine run? A. Yes, sir.

Q. I will ask you how long that mine has been run? A. About thirty years.

Q. You may state whether it is a mine that may be called an old mine or a new mine? A. It is called an old mine.

Q. Mr. Young, I will ask you to state to the Board what items make up that thirty-four and sixty-four one hundredths cents? A. It is made up of cost per ton for labor other than mining, twenty-six and eighty-six one hundredths cents; repairs, three and sixty-six one hundredths cents; miscellaneous expenses, four and twelve one hundredths cents.

Q. Does that include interest on investments and royalties on coal? A. No, sir.

Q. That is the actual cash outlay? A. Yes, sir.

Q. Does it count anything for profits, dividends to the companies or anything of that kind? A. No, sir.

Q. I will ask you where the coal from your mine has to be marketed? A. Principally Chicago.

Q. To what extent, if any, do you have a domestic trade? A. Very little.

Q. I will ask you if you sell coal on the same market that Mr. O'Gara sells? A. Yes, sir.

Q. The Chicago market? A. Yes, sir.

Q. I will ask you to state the relative prices of the Girard and Greenridge coal, quality considered? A. I don't think there is any difference.

Q. I will ask you to state, Mr. Young, if you can, what per cent of your output is disposed of domestically—on wagons at the chute? A. I could not say.

Q. Can you estimate it? A. No, sir.

Q. You may state whether it would be a large per cent or a small per cent. A. A very small per cent.

Q. Would it be as large or less than ten per cent? A. I think it would be less.

Q. I will ask you to state whether it would be equal to five per cent in your opinion? A. I can not say.

Q. You think it would be less than ten per cent? A. Yes, sir.

Mr. Kane: Mr. Young, I would ask you if these figures which you have read from manuscript were taken from the records of the office? A. Yes, sir.

Q. What period do they cover? A. They cover the five months that we ran—May, June, October, November and December, 1897.

Mr. Terry: Mr. Young, I will ask you if at your mine at the time those figures were made you were working under the eight-hour rule or the ten-hour rule? A. The ten-hour rule.

Q. I will ask you what rule you are working under now? A. The eight-hour system.

Q. I will ask you if the estimate of the cost you make here would be increased by the adoption of the eight-hour rule? A. Yes.

Q. I will ask you to state for the benefit of the Board what the increase would amount to? A. I could not say.

Q. Could you give them an intelligent estimate? A. We have simply started out; I have not figured it out yet.

Mr. Kane: Mr. Young, I would ask you if those figures that you have given us were not based upon the product of the mine—the old portion of the mine that is now closed? A. Based on the whole mine.

Q. As a matter of fact wasn't the larger proportion of the product at that time taken from the old mine about a mile and a half out? A. About one-fourth of it is taken from that portion.

Q. Is it not a fact that that portion of the mine is now closed? A. Yes, sir.

Q. Do you wish it to be understood that the cost of producing coal aside from the mining price is thirty-four and sixty-four one hundredths cents? A. Yes, sir.

Q. At the present time? A. Yes; our other works, with the exception of one main entry, are just as far as that.

Q. You stated that it is an old mine? A. Yes, a very old mine.

Q. I will ask you if the advance caused by the eight-hour system would not relatively affect your competitors the same as it does you? A. Where do you mean?

Mr. Terry: Now, Mr. Kane, we will just admit that, without question. Those mines that have more day labor would be in our favor. Isn't that right, Mr. Lukins?

Mr. Lukins: Yes, sir.

Mr. Kane: I will ask you, Mr. Young, how you operate your mine—whether by hand or machine? A. By machine.

Q. All there is now? A. Yes. The old portion we shut up was worked by hand.

Mr. Terry: I would like to ask Mr. Young one question. Mr. Young, is it possible for your mine to run at the prevailing market price in Chicago and pay the mining rate at present established? A. No, sir.

Mr. Kane: Have you ever operated in the Danville district or in the northern field? A. No, sir.

Q. You don't know anything about that? A. No, sir.

Chairman Calef: Where is your coal marketed? A. It is marketed nowhere lately.

Q. Where have you marketed it? A. This tonnage I figured on went to Chicago.

Q. What is the freight rate from Girard to Chicago? A. Eighty-five cents.

Q. To St. Louis? A. Forty-five cents.

Q. Do you know what the freight rate is to East St. Louis? A. Forty-five cents.

Q. Do you know what it is from Springfield to Chicago? A. Only what I hear. It is 80 cents on lump coal.

Mr. Terry: Why is it that coal from this mine does not go to St. Louis? A. Because the mines near St. Louis have got a less rate than we have.

Q. What district is that that you speak of? A. All the mines within a fifty mile limit of East St. Louis.

Q. In what counties are those mines located? A. I don't know. Every mine within fifty miles of St. Louis has a twenty-five cent rate.

Mr. Kane: What do you pay per ton for your machine mining? A. Whatever the scale is.

Q. I meant what did you pay at the time you made those figures? A. We paid twenty-four and a half cents. We furnished the powder and such stuff as that. It would amount to twenty-six and a half cents the way the other mines figure.

F. W. LUKINS.—RECALLED.

F. W. Lukins, being again recalled, testified as follows:

Mr. Terry: Mr. Lukins, you are in the active control of the operating department of the Chicago-Virden Coal Company's mines at Virden and Auburn? A. Yes, sir.

Q. How long has the Virden mine been running under your control? A. We started out in the fall of 1893.

Q. How long has the Auburn mine been under your control? A. About two years.

Q. I will ask you to tell the Board as to the Virden mine, whether it is a fairly well equipped mine for getting out coal cheaply as compared with other mines? A. Yes, sir, I think it is. The intention was to equip that mine to produce coal at the lowest possible expense.

Q. I will ask you whether or not the mine in its present condition would be called an old mine or a new mine? A. Well, it would be sort of half way between, with a leaning towards a new mine. It is about five years old.

Q. Now, Mr. Lukins, I will ask you to state if you can the cost of getting coal out of that mine and onto the car apart from the mining rate paid? A. Last year, for the month we ran, it figured 21.78 cents per ton of mine run coal.

Q. I will ask you, Mr. Lukins, where, if you know, that coal has to be marketed? A. A large proportion of that coal we market in Chicago.

Q. I will ask you if the Chicago market controls the value of that coal? A. Yes, sir.

Q. I will ask you to state, Mr. Lukins, if you are familiar with the coal from other mines in the sub-districts here represented—if you are familiar with the quality of coal gotten out as compared with the coal gotten out at your mines? A. It is substantially the same.

Q. I will ask you to state if you are familiar with the value and quality of coal in other districts? A. I am fairly well familiar with the coal in northern Illinois and at Danville.

Q. I will ask you to state how your coal compares with Danville? A. It is practically the same.

Q. I will ask you to state what the market price of coal of this quality is in Chicago? A. I have no absolute knowledge. I understand that mine run coal can be bought there at $1.27\frac{1}{2}$ per ton.

Q. You undertake to tell the Board that that is the prevailing market price? A. To the best of my knowledge and belief.

Q. Now I will ask you to state how this 21.78 cents compares with your Auburn mine? A. That included both mines.

Q. What rule were you then working under—the eight-hour rule or the ten-hour rule? A. We were working ten hours and the cost is figured on that basis.

Q. I will ask you whether the adoption of the eight-hour system would decrease or increase that cost? A. It would certainly increase it. Our bottom men got a uniform increase of ten per cent. Our top men got a larger increase—in the neighborhood of fifteen or twenty per cent. So that the increased cost could not certainly be less than ten per cent; it might run up to twenty.

Q. You would then tell this Board that ten per cent would be the minimum? A. Yes, sir.

Q. I will ask you to state whether or not at the Danville mines, where they have a less stable top and a less desirable bottom, where I suppose there would have to be a greater number of day hands employed, the increase would be greater than the increase at your mines? A. The increase on that account would undoubtedly be a little more for them than it would be for us.

Q. I will ask you to state how much more. A. Well, to the best of my knowledge and belief it would cost in the neighborhood of two and a half cents per ton more to produce coal in that district than it would in this. Now, on that basis the increase there would be in the neighborhood of two and a half mills on the ton—ten per cent of the two and a half cents.

Q. That part of their cost is greater and is conceded to be greater? A. Yes, sir.

Q. Now, Mr. Lukins, I will ask you whether that 21.78 cents, with the ten per cent added, which makes 23.46 cents, makes any allowance for depreciation of the value of the land, whether it makes any allowance for the wear and tear on machinery, for hoisting or any allowance for the deterioration of your buildings, etc.? A. No, sir.

Q. Does it take into account any interest on the investments or dividends to the stockholders of the company? A. No, sir.

Q. I will ask you to state whether or not it is possible for your mine to run at the prevailing price of coal in Chicago and add this expense and pay the forty cent mining rate? A. It is absolutely impossible.

Q. You swear to that? A. Yes, sir. You asked Mr. Young a question, what per cent of the coal was sold locally? I find we sell two per cent of our coal locally.

Q. Is there any other matter you would like to state to the Board? A. I think we are fairly entitled to five cents a ton for interest on our investment, depreciation, etc.

Q. What is the life of a coal plant? A. Figuring the average tonnage and our average output, our coal will last us sixteen years. It will take five cents a ton to get back our investment with six per cent interest on it.

Q. Five cents per ton will get you back the original cost of your plant together with six per cent interest? A. Yes, sir.

Q. You think that less than five cents a ton won't do that? A. No, sir.

Mr. Kane: I don't think it is necessary for me to go into that eight-hour business. You have already admitted on a direct examination that all those things cut the same figure with your competitors. A. Mr. Kane, either you don't grasp the situation or I don't. Now, we are trying to determine a mining price for this district and to do that we have got to take into account the elements of expense if we are to be placed on a fair, relative basis with the other field. Now, these other people have figured out their expenses; they have put what they want for profits and they have fixed upon a price for selling coal.

Chairman Calef: I would like to suggest in order to expedite matters that Mr. Lukins has testified to that matter two or three different times and I think we have the evidence and I believe it is unnecessary to go over the ground any more.

Mr. Kane: I would like to ask this question, if he knows what the selling price in Chicago was during the months of October, November and December, 1897? A. The selling price at that time was high. I don't know that I can give you the exact price, but it gave us a fair margin. Coal was scarce on account of the long strike and we were able to sell a good deal of it and the price was all right.

Q. Was it one dollar fifty cents a ton? A. It was higher than that.

Q. Was it one dollar seventy-five cents a ton? Yes, I think part of the time it was two dollars a ton.

Q. You were then paying thirty-two and a half cents for mining? A. Yes, sir.

C. H. HURST—RECALLED.

C. H. Hurst, being recalled, testified as follows:

Mr. Terry: Mr. Hurst, you are connected with some mines? A. The Virden Coal Company in this district.

Q. You are now connected with it? A. Yes, sir.

Q. How long have you been connected with it? A. One year the first of last April.

Q. Is that the old mine at Virden? A. Yes, it would be called the old mine.

Q. Now, Mr. Hurst, I want you to tell the Board if you can what is the cost of getting out coal from that mine apart from the mining rate, including all other labor than what you pay for mining. A. It is 22 4–10 cents per ton.

Q. Are those figures taken from records of tonnage and records of expenses kept in the office? A. They are taken from the books in the office for nine months' business.

Q. What year was that? A. April, 1897, up to April, 1898.

Q. During that time you ran nine months? A. Yes, sir.

Q. During that period which rule were you running on with reference to the hours? A. We were working on the ten-hour basis.

Q. I will ask you to state if that expense would be increased by reason of the adoption of the eight-hour rule? A. Yes, sir.

Q. To what extent would it be increased? A. I could not tell.

Q. Can you give the Board a fair estimate? A. Two cents a ton at least.

Q. That wold make it 24 4–10 cents a ton. I will ask you whether that includes deterioration in the value of your property by reason of the removal of the coal? A. No, sir.

Q. I will ask you whether or not it includes interest on the investment? A. No, sir.

Mr. Kane: We admit all that. It is your own suggestion that all those things affect both fields alike.

Mr. Terry: There is nothing agreed upon about the deterioration of the property. We did agree that the eight-hour rule would affect all these mines. I want to ask you again whether these items include insurance? A. Yes, sir.

Q. Do they include repairs? A. Yes, sir.

Q. Do they include wear and tear on the boilers, engines, etc? A. No, sir.

Q. What, Mr. Hurst, would be a fair allowance per ton for the interest on investment and to get back the original investment? A. We figured about five cents a ton. That includes royalty on the coal.

Q. Where do you market that coal? A. About ninety per cent in Chicago.

Q. Where the other ten per cent? A. Well, about seven per cent to the Chicago & Alton Railroad and about three per cent in the city here.

Q. I will ask you to state, Mr. Hurst, if the quality of coal from that mine is about the same as the quality of the coal from these other mines? A. Yes, sir.

Q. I want to ask you whether it is possible for you to get the coal from that mine on the Chicago market and pay forty cents a ton for mining? A. It is not possible.

Q. Without absolute loss? A. No, sir.

Mr. Kane: You stated that this 22 4-10 cents per ton cost of production during the last year did not include the wear and tear on the machinery and the interest on investment and all those things? A. Yes, sir.

Q. Now I would ask you, Mr. Hurst, if all that class of calculations does not affect your competitor in the same way it does you? A. Certainly it does.

Q. I believe you testified that about five cents per ton would be necessary to cover insurance and interest? A. I did not say insurance. I said for royalty on coal, interest and deterioration. At the end of a certain number of years your mine is worked out and you have nothing but a little machinery.

Q. That is the sinking fund? A. Yes.

Q. Does not the same rule apply to your competitors? A. Certainly.

Q. Is it not also true that the larger the production the less the percentage required for this purpose? A. No, I think not. The larger the production the quicker you wear out your mine.

Q. Now, I will ask you if at the time you speak of, when it cost you twenty-two and four-tenths cents outside of the mining price when you were putting improvements upon that mine? A. No, sir, not in three months that I figured on.

Q. When did you take hold of that mine? A. April, 1897.

Q. Was it in good condition when you took hold of it? A. No, sir.

Q. Was it in good condition the first of April. A. No, sir.

Q. Isn't it a fact that you had a number of men employed during the summer during the strike? A. I told you I did not figure on those months.

JERRY MURPHY.

Jerry Murphy, being called on behalf of the operators, and duly sworn, testified as follows:

Mr. Terry: What mine are you connected with? A. Chatham Coal Company.

Q. Where do you market your coal? A. Chicago.

Q. I will ask you to state, Mr. Murphy, if the Chicago market controls the value of your coal? A. Yes, sir.

Q. I will ask you to state if you know what is the expense of getting the coal from your mine apart from the mining rate paid? A. Thirty and five-tenths cents per ton.

Q. Mine run? A. Yes, sir.

Q. I will ask you, Mr. Murphy, if these figures are taken from the records of your office? A. I got them from the bookkeeper.

Q. From what period is that made up? A. From July up to the first of April, 1898.

Q. You were then running under the ten hour rule? A. Yes, sir.

Q. I will ask you if the freight rate from the Chatham mine is the same as from the other mines? A. I have been informed so.

Q. I will ask you to state, Mr. Murphy, if it is possible for your mine to run at the prevailing price of coal in Chicago and pay forty cents a ton for mining? A. I have shut down because I could not.

Would it be possible to run without absolute loss? A. I could not run at all.

Q. Is that the reason you shut down? A. Yes, sir.

Q. Is that true? A. Yes, sir.

Q. In this thirty and five-tenths cents per ton, do you include the depreciation of your property by the removal of the coal? A. No, sir.

Q. Do you include the wear and deterioration of the plant, etc? A. It includes nothing of that kind.

Q. It does not include insurance? A. No, sir.

Q. It does not include taxes? A. No, sir.

Q. I will ask you, Mr. Murphy, if you have given the forty-cent rate a trial by actual experience? A. Yes, sir.

Q. What was the result of that experience? A. We started up in the first place without my sanction. My partner proposed to start up and try it. I told him we would lose money, and he being an inexperienced man I told him he would have to stand the loss. We tried it a month and a half to my sorrow. It was at a loss and I told the men we would run no more at the forty-cent rate.

Mr. Kane. I would like to ask you if that plant is a leased plant? A. Yes, sir.

Q. I would ask you if this thirty and five-tenths cents per ton includes the lease? A. No, sir,

Q. Just the actual cost? A. I figured that at what they hold the plant—what it is for sale at. I didn't figure up what the sinking fund would be, nor the insurance and taxes.

Q. Is this thirty and five-tenths cents the actual cost per ton apart from the price paid for mining. A. Yes, sir.

Chairman Calef: In making this experiment on the forty-cent basis where did you sell that coal? A. I sold a good deal along the line; some to the C. & A. Company.

Q. Did you ship any of it to Chicago? Yes, some.

Q. What did you get for your coal up there? A. I got seventy cents for it over a half-inch screen.

Q. What did you get for the coal sold to the C. & A. Company? A. I got the same. That was at the mine, recollect.

Mr. Kane: You stated that you got seventy cents a ton for screened coal over a half-inch screen? A. Yes, sir.

Q. It has a flat bar? A. Yes, sir.

Q. What is the superficial area of that screen. A. Seventy-two feet.

Q. About six by twelve feet. A. Yes, sir.

Q. Now, you claim that you could not run, getting seventy cents for that coal, and the screenages thrown in at the forty-cent mining rate. A. No, sir, I could not.

Q. Did you sell the screenages? A. Yes, sir.

Q. What did you get a ton for them? A. Twenty-five cents.

Q. At the mine? A. Yes, sir.

Q. About what per cent of that screenage was there? A. I haven't figured it up; I never took any estimate of it.

Chairman Calef: When was it you tried this experiment? A. On the first of April running up to about the 15th of May.

Q. Has there been any change in the coal market in Chicago? A. Yes, sir.

Q. Which way? A. It has gone down.

Mr. Kane: How many company men have you—how many drivers? A. I had three drivers and two other men—five men on the bottom, besides myself.

T. J. O'GARA.—RECALLED.

Chairman Calef: I would like to ask Mr. O'Gara a question. Are you the gentleman Mr. King referred to in his testimony? A. I think I am.

Q. Where do you ship the coal to from Green Ridge? A. To O'Gara, King and Company in Chicago.

Q. You ship to Chicago? A. Yes, sir.

F. W. LUKINS.—RECALLED.

F. W. Lukins, again taking the witness stand, testified further as follows:

In order to throw further light upon the subject in question, take the price for mining that has been paid in this field for a number of years prior to last spring and take the price paid at Danville for the same period. Reduce the price to the mine run basis and determine the difference between the two districts. According to the reports of the bureau of labor statistics the average price for mining mine run coal at Danville the last five years has been 34.1 cents per ton. The price for the Chicago-Virden mines has been 26.85 cents per ton. This would make a difference of $7\frac{1}{4}$ cents per ton in our favor, to which should be added the difference in profit on powder, $1\frac{1}{2}$ cents per ton, making a differential in favor of this field of $8\frac{3}{4}$ cents. Note that the price of powder in Danville has been one dollar seventy-five cents, and in this district, up to January 1st, two dollars twenty-five cents per keg. The price of powder has been an important factor in determining the mining price and has always been taken into consideration by the operators. The $8\frac{3}{4}$ cents differential would make our price $31\frac{3}{4}$ cents, the present rate at Danville being 40 cents a ton. Taking Streator as an example I find that their average mining price for mine run coal the past five years has been 43.56 cents per ton. Our price of 26.85 would make a differential of 16.71, and deducting this amount from their present price of forty-seven cents would make our price 30.29 cents, which is within one cent per ton of the way it figures taking Danville as a basis. In figuring on Danville we also include Indiana, as their price is the same as Danville and our main competition comes from these fields—Streator, Danville and Indiana.

Now, gentlemen, those figures substantiate our claim for a thirty cent mining rate in this district. That has been the average in the past and they say the past is a good way to judge the future.

Chairman Calef: Mr. Lukins, have you any further evidence?

Mr. Lukins: I do not know that we have anything further to offer. If there is anything that is not clear we will be glad to explain it to the best of our ability.

Chairman Calef: Mr. Kane, have you anything further that you desire to offer in the way of evidence?

Mr. Kane: Not that I know of.

Chairman Calef: Then I presume the case is closed and the Board will take the matter under advisement and render a decision as soon as practicable.

This concluded the hearing and the Board adjourned.

EVIDENCE IN PANA CASE.

Evidence heard by the State Board of Arbitration in the matter of the application of the employés of the Pana Coal Companies, the Penwell Coal Company and the Springside Coal Company, all of Pana, Illinois.

Hearing occurred at Pana, July 16, 1898. The miners were represented by John M. Hunter, President, and W. D. Ryan, Secretary, of the State organization of the United Mine Workers of America; John Mitchell, National Vice President of the organization, and G. G. Cravens, President, and other officers of the local miners' union.

The operators were not represented in the proceeding. A representative of each of the companies was duly served with a subpoena, but none appeared in response thereto.

ABSTRACT OF EVIDENCE.

At the beginning of the hearing Chairman Calef said:

"GENTLEMEN: There is one statement I would like to make in reference to the absence of Mr. Keefe. Late on the day on which we fixed the time for this meeting we received a message from him stating that it would be impossible for him to be here. The evidence will be taken down and of course will be submitted to him before there is a decision."

JOHN M. HUNTER, STATE PRESIDENT UNITED MINE WORKERS OF AMERICA.

Mr. Chairman and Gentlemen of the Board:

We are here this morning on behalf of the Pana miners and we are not going to say very much, believing that you know just as well as we know ourselves from the fact that this thing has been submitted in the Virden business. The thing has been threshed over and over again, by the committe, and also before you gentlemen of the Board in Virden, and whether this price fixed by the committee of fourty-four in Springfield was a correct one, you are here to judge, and we feel that it would be an insult to your intelligence to make any detailed statement or make any argument, believing you are too intelligent to err along this line, and we are willing to trust the matter to your judgment.

The witnesses were called by Mr. G. G. Cravens, president of the local miners' union, and sworn and examined by Chairman Calef.

WILLIAM STEINLEE.

William Steinlee being sworn and examined by the Chairman, testified in substance as follows:

I am a coal miner; worked for the Penwell mine; ceased working April 1st because they did not pay the scale. Worked for Penwell's about five years; have also worked for the Pana Coal Company.

Q. How long had you been at work before you stopped working the first of April? A. Five months and a half.

Q. What did you receive for your work during that time? A. Twenty-seven and one-fourth cents a ton for mining and a dollar and half a yard for driving entry. I am an entry driver.

Q. Please explain that a little bit? A. The entry driving is opening up the works so they can get in. It is a narrow place, eight feet wide, and the heighth of the coal. They put a track in there and turn rooms off of that so that the other man can come in and dig the coal out. We get a dollar and a half a yard and twenty-seven and a fourth cents a ton. That is what we were getting when we came out the first day of April.

Mr. Cravens: And all supplies furnished except the powder? A. Yes, sir.

Q. Were you discharged by the operator at that time? A. No, sir.

Q. Since that time do you know of any conference held between the miners and operators with a view to bringing about a settlement? A. Yes, sir.

Q. What was done? A. I don't know. I never was on one of the committees. I have been told several times what they tried to do. Most of the time they could not get any conference with the operators.

Q. How thick is the vein of coal there? A. It will average about seven feet.

Q. How much coal can an average miner mine here on a fair day's work? A. About six tons.

Q. Could he mine more than that? A. I believe that would be about the average. I have worked in places where I didn't get a ton and work all day.

Q. During these five months you worked previous to the first of April what did your wages average per day? A. Here is my statement. It averaged $31.11 a month for the five months I worked.

Q. During that five months how many days did you work? A. I haven't got that time. It might be about four days a week. I never kept the time at all.

Q. What are the local conditions in these mines in reference to being alike? A. They are all alike.

Q. What would you think would be a fair price per ton, run of mine, for mining coal here, under present conditions and circumstances? A. I think thirty-five cents would be a fair price.

Q. What expense, if any, would a man mining six tons of coal a day be put to? A. A miner, if he had a machine that costs him $16. I have twelve good picks, shovels, wedges and sledge and I buy my powder. Take that off and the wear and tear of the tools and there is too much expense attached for the price that we are getting.

Q. I asked you about how much expense would be attached to mining six tons of coal? A. Between twenty-five and thirty cents. We buy our powders from the company; have been paying one dollar and seventy-five cents. A keg of powder will produce from eighty to one hundred tons of coal—not over a hundred.

Q. Do you know anything about where this coal is marketed or shipped to? A. No, sir.

Q. Which road? A. Mostly on the Illinois Central.

Q. What would be the percentage of screenings in the coal here? A. I could not tell you. I never gave that a thought.

Q. During the time you worked the last five months up to the first of April, in what way were you paid? A. In money if I wanted it.

Q. Were any orders used? A. Coupon books.

Q. Are these coupon books good for the face value? A. Yes, sir.

Mr. Mitchell: Are they good in cash? A. Oh, no, you could not change them for money. You had to spend them for groceries.

Chairman Calef: You could use them at any store you pleased? A. You could Penwell's coupons.

Q. How about the others? A. They gave you a book on a certain store —a coupon book.

Q. They were not good at any other place? A. No, sir.

Q. Did they have a store of their own? A. Not that I know of—they used to have.

Mr. Forman: How many men did they employ during the last five months prior to the shut-down? A. I guess two hundred and twenty.

Q. Did they work as regular as you or less so? A. Nobody got work any more regular than I.

Q. Some of them perhaps did not work as many days as you? A. Oh, no.

Mr. Mitchell: In working in an entry a man earns more money than in a room? A. Yes, sir.

Q. That is, the average wages were much higher? A. Yes, sir.

Q. I understood you to say you could get another book on another store? A. Penwell's coupon books were good all over town at their face value, but at the other mines, especially the Pana Coal Company, if you wanted a book or an order, they would give you an order and state where you could trade it out.

Q. Could you buy groceries with the coupons for the same price as you could buy them with cash? A. The merchants claimed you could. I don't think so.

Q. What part of your wages were taken for insurance? A. As high as four per cent.

Q. Were the miners a party to the agreement? A. No, sir.

Q. It was deducted arbitrarily on the part of the coal company? A. Yes, sir.

Chairman Calef: I would like to have you explain this insurance business a little more fully. A. Here is the insurance. I made twenty-five cents and the insurance is one cent off. Here is my wages, nine dollars and fifty-five cents, and the insurance is twenty-four cents. Here again the wages is three dollars eighteen cents, and the insurance seven cents. Here the wages is ten dollars thirty-two cents and the insurance is twenty-eight cents.

Chairman Calef: Did you want this insurance? A. I did not. They never ask you a question about it.

Q. What was the object in doing this? A. They claim to give you something in return if you got hurt on the company's ground. You had to get hurt on the company's ground if you got hurt. If you got hurt they were to give you half of the wages while you were laid up. Sometimes we got it, and sometimes we did not. I know I lost three and a half days and I never got anything.

Q. Had you been hurt? A. I had a toe-nail mashed off and I could not wear a shoe.

Q. You didn't receive any benefits? A. I have drawn some.

Mr. Hunter: How much do they take off? A. They calculate to take two and a half per cent off

Chairman Calef: During the five months you worked, how much would you have earned if you had been employed steadily? A. If we had worked

steadily we would have drawn fifty-three dollars and some cents a month and worked hard. A man could not have stood it up to that. Here is my statement and it shows where I have over-drawn.

Mr. Mitchell: That means you did not earn enough to pay for your coupons? A. That is right. Here is one behind seventeen cents, and here is one behind four dollars forty cents.

Q. Prior to the termination of the strike last fall how much did the cars weigh at Penwell's mine? A. Our cars averaged about forty-two hundred.

Q. How much prior to that time? A. They didn't weigh quite so much. The cars previous to the suspension would go about three tons. When we got a check weighman and it was a mine run system, the cars weighed about forty-two hundred.

Chairman Calef: What would you consider fair wages for the average miner provided he had continuous work the year round? A. Two dollars twenty-five cents per day.

CHARLES B. ELLISON.

Charles B. Ellison, secretary of the local miners' union, being sworn and examined by Chairman Calef, testified substantially as follows:

I have lived in Pana since 1891. Am a practical miner. Have worked for all companies in town. All the coal I have handled in the last four and a half years has been for the Springside company. Local conditions among the several mines are practically the same. I worked ninety-seven days between the tenth of November and the first of April. I was driving up to the Fourteenth of February, and working at company work.

Q. Do you hold any official position in the miners' organization here? A. Yes, sir; check weighman and recording secretary and financial secretary.

Q. During the days you worked, how much did you get a day? A. One dollar and ninety-two cents. This was company work, not mining.

Q. I am speaking of mining. A. The average of coal miners is ninety-one cents a day since the fourteenth of February up to the first of April. Ninety-one cents is the average for the days they actually worked.

Q. How many tons of coal can a miner mine here? A. That is a question that is hard to answer. It is owing to the conditions. A good miner could dig between five and six tons a day. He can dig and load on an average between five and six tons a day.

Q. How much expense would that be to the miner? A. The expense on six tons would run between six and eight cents. I may be a little bit wrong, but that is the way I figure it.

Q. Have there been any conferences, that you know of, between the representatives of the miners here and the operators, towards trying to fix a price that was satisfactory to both sides? A. Yes; I have served on two committees to meet the operators at three different times.

Q. Did you meet them? A. Yes, sir.

Q. When was the first meeting? A. About the twenty-fifth of May.

Q. Who was there on the part of the operators? A. We met Mr. Puterbaugh and Mr. Louis Overholt. The next time we met Mr. Louis Overholt, Cud Overholt and Dave Overholt and Mr. Puterbaugh.

Q. What was said there? A. The first time the committee went to meet the operators they were sent to get an offer. Three of us were there nearly seven hours that day. We talked on market prices, the conditions of the mining of coal there, etc. We could not get any offer. Along in the evening

they mentioned thirty cents as an offer. The next time we went to see them —there were six of us then—we agreed to stick for thirty-five cents or nothing.

Q. Were any more offers made on the part of the operators the last time? A. Mr. Puterbaugh, I believe, said: "Is there any chance to whip the devil around the stump on supplies?" We told him "No." He said: "We can not accept your offer," and turned around and left.

Q. When you stopped working on the first day of April, were you discharged? A. No, sir; I was working for the miners at that time. I was not working for the company.

Q. How were you paid here—in cash? A. Since this organization has been here, we have not been forced to take coupons. We got the cash if we wanted it.

Q. Were the coupons good at the face value? A. The storekeepers said they gave you face value, but if you had the cash you got a better bargain.

Q. You think you did? A. I know you did.

Mr. Hunter: Did you ever try it? A. I have tried both ways. I got better bargains with the cash than with the coupons.

Chairman Calef: Has there been any effort made lately on the part of the miners to communicate with the operators in the way of suggesting the idea of holding a conference? A. To my knowledge there has not been any effort made for a settlement since we went to them the last of May.

Mr. Mitchell: Do you know what they offered to start the mine at when Mr. Russell went to see them? A. I do not believe they made us an offer above thirty cents.

Q. Has not the company said at different times after the Springfield convention that they would start the mines at thirty-five cents, when you men were demanding forty cents? A. Yes; Mr. Louis Overholt told me before the convention that if the price was fixed between thirty-four and thirty-five cents, there would be no stoppage here at all; every thing would go on all right.

Mr. Hunter: Who is Mr. Overholt? A. He is secretary of the Springside Coal Company.

Mr. Mitchell: That was at the time the miners were demanding forty cents? A. When he told me this, it was before the Springfield convention, and he told me when we met in Mr. Broehl's office, that if the miners had set the price at thirty-five cents on the first of April, there would never have been any trouble.

Q. He has not said anything recently about starting at thirty-five cents? A. No, sir.

Q. About what has been the average day's work per week here for the last five months that the mines were running? A. I believe that two and three-quarters or three days would make a fair average. We worked fifteen days in November, twenty-two days in December, twenty-one in January, seventeen in February, and twenty-one in March. That is the number of days I worked. I don't believe I could say the miners got that many days.

Q. That would indicate that you worked about four days a week? A. Yes; but I don't believe the miners got over two and a half days.

Q. Check-weighmen usually get more work—more time—than the miners? A. The check-weighman, if he works two and a half hours in the morning, gets a half day.

Q. Do you think the miners work three days a week? A. I wouldn't like to say for sure, but I believe three days would make a fair average.

Chairman Calef: During the last four or five years previous to the first of last April, what has been the average differential between this place and Danville? A. I could not answer that question. The price here has been for box work, by gross weight and screened coal.

Mr. Mitchell: Did this company pay the Springfield scale that was made last fall up to the time they shut down last April? Did the mines resume work after the termination of the strike on the Springfield scale? A. They resumed at twenty-seven and one-quarter cents.

Q. Dou you remember what the scale was? A. The scale was thirty cents a ton with the option of going to work at twenty-eight cents.

Mr. Ryan: You stated that the coupons were worth their face value if presented at the store. Is it not true that the storekeeper who took the coupons had to pay a large percentage to get them cashed by the company? A. I did not say they were taken at face value.

Q. The man that presented them was supposed to get face value? A. It was supposed.

Q. Have you any idea what the storekeeper had to pay? A. Six per cent. It was so at our place.

Chairman Calef: According to that statement they were worth ninety-four cents? A. Yes, sir. I have seen a hundred dollars of coupons cashed and the man would receive a check for ninety-four dollars.

Mr. Hunter: What do you know as to the understanding between the operator and the storekeeper? A. Nothing of my own knowledge.

Q. But you have seen them bring in these coupons and draw the money minus six per cent? A. Yes, sir.

Mr. Ryan: You stated that the expense to the miner for mining six tons of coal would be between six and eight cents. I want to know what you include? A. Powder, oil and squibs

Q. You do not include the kit of tools and the wear and tear on the tools? A. No, sir, I hadn't thought of that.

Chairman Calef: Does the company furnish the oil? A. The company furnishes since the last settlement we had with them, I think, one gallon of oil a month. If you use more you have to pay for it.

Q. How long will a gallon of oil last? A. With careful using a gallon of oil will last two men ten or twelve days.

A. S. SPEAKER.

A. S. Speaker, being sworn and examined by the chairman, testified:

I have lived here ten years last November; have been a practical miner ten years last December; have worked in two of the mines. Local conditions are practically the same in all. I quit work the third of last January; I got hurt on that day. My boy continued on at work until the first of April. He was not discharged. The company refused to pay the scale that had been adopted.

I attended one conference between the operators and miners. The operators practically would have nothing to do with us.

Q. Up to the time you quit work, how much a day did you earn in the mine? A. I earned close on to two dollars a day. Mark you, this is for the time I worked.

Q. What were you being paid per ton? A. Twenty-seven and one-fourth cents.

Mr. Mitchell: Supplies were furnished? A. All except powder.

Chairman Calef: How many tons will a keg of powder produce? A. That is a very hard question. I judge the powder would cost me from eight to ten cents a day on six tons.

Q. What do think would be a fair average per day for a miner. A. He ought to have two dollars and twenty-five cents.

Q. What do you think would be the right price per ton run of mine? What would you be willing to work for? A. I would work for what we all agreed on—thirty-five cents.

Q. How did you manage the coupon business? A. I was paid about half in coupons; the other half in cash. I would take out ten or twelve dollars in coupons and it would be marked on my envelope.

Q. How much were they worth? A. Whenever I wanted money out of the coupons I paid six per cent. I would go to the grocery or the butcher shop and they would take out six per cent and pay me the balance. They said that was all they got. I thought it was fair.

Q. Have the operators ever extended any offer to the miners to meet and try to agree on a price? A. No, sir; I don't know of any.

Q. Have the miners made any offers in that direction? A. Yes, we worked on them one whole day.

Mr. Mitchell: Tell us about that insurance? A. The insurance we had to pay was two and seven-eighths per cent—almost three per cent. I was hurt and out of work from the third of January to the seventh of May. I was about to lose my house and lot and we compromised on twenty-two dollars and fifty cents a month.

Mr. Mitchell: You said thirty-five cents, in your judgment, would be the right price for mining here? A. Yes, sir.

Q. Do you know if the operators in Springfield would be able to compete with the operators in Pana and pay forty and seven-tenths cents for mining? A. We have no dead work like they have in Springfield. They use a good deal more timber in the low mines.

Q. Isn't that less expense for these coal companies? A. Of course it is; we do all this work ourselves.

Q. About how many days a week have they worked here in the last five months? A. We were down all the time. We were down over five days in the week. If we didn't get only one or two cars a day they would keep us down anyhow.

Chairman Calef: What has been in the last three or four years the usual differential between Danville and Pana? A. I could not say.

ED PRANKEY.

Ed Prankey, being sworn and examined by Chairman Calef, testified.

I have been working for twelve years in mines in different places over the country. Never worked at Danville. I drove at one of the mines in Springfield. Am not very familiar with conditions there as I was only driving.

Q. What has been the usual differential between this place and Danville? A. Between eight and nine cents—about eight and one-third cents. The local conditions in the mines here are practically the same. I quit work the first of April. I was not discharged. I was hired by the men. Up to the time the men quit work they were making in the Penwell mine about one dollar and eighty cents a day for a full day's work. At the other places they would average two dollars, or something like that. They earned more at the other places because they did not have as many farmers in the mines as at Penwell's. I suppose if you took forty men out of Penwell's mines you had all the coal diggers there were in it.

Q. About how much would be the expense a day for each man? A. From six to eight cents on a day's work.

Q. How many tons can an average miner mine per day at any of these mines? A. I should say about five or six tons. Not over that.

Q. How were the miners paid? A. They were paid in coupons and in money. The coupons were worth ninety-four cents in money and sometimes not that.

As to the insurance, in the first place they never ask you at all whether you want to be insured. The moment you started to work for the company your name was on the list of the insured. If you didn't like it you could quit. They paid you for the time you averaged for six months' work. They would pay you off all in a lump. Each company has a doctor of its own. He is paid by the company. He treats you until such time as he tells you to go to work. When he tells you you have got to go to work you have got to go. You could not make any talk. If you did, they would pay you off and let you go.

Q. Under present conditions and circumstances what do you think would be a fair price for the miners per day? I think every laboring man ought to have two dollars and twenty-five cents.

Q. What do you think they ought to have a ton here? A. Thirty-five cents or over.

Q. At thirty-five cents, according to your statement, the differential of eight and three-quarter cents would still be in favor of Danville? A. You see they have machines there and here it is hand work.

Q. Do you know what market this coal goes to? A. No, sir.

Q. What road is it shipped out on? A. Illinois Central.

Mr. Forman: Some of your witnesses have said you were paid in money and coupons both. Was it obligatory upon you to take coupons? A. It was at Mr. Penwell's. I know they forced you to take them at the old shaft and they were on certain business houses, and they were good no where else. But the Penwell coupons were good for five cents or whatever it was in trade. I have gone to the business houses and got money on the coupons and I was compelled to pay six per cent and sometimes eight and nine per cent.

Mr. Mitchell: Prior to the organization they were all compelled to take coupons? A. Yes, sir.

Q. That was a condition of employment? A. Yes, sir. I was discharged at the old mine on that ground. I had taken out ten dollars' worth of coupons and stopped taking so many and took only five dollars' worth. They didn't come right out and face you. I was discharged for not taking out more coupons, because the pit boss told me so.

Mr. Forman: Did the system of requiring or compelling you to take coupons continue up to the time of the shut-down? A. It would be in force right now, if they started in the morning. They didn't come out and tell you, but they would let you out.

JAMES DALY.

James Daly, being sworn and examined by Chairman Calef, testified.

I have been a practical miner for about twenty years. I have worked at Braidwood, LaSalle, Girard and other places. I stopped working here the first of April. I was not discharged. The company would not pay the scale price of forty cents a ton. Up to the first of April we worked, I should think, about half the time. This was for five months before April 1. I might earn two dollars for a full day's work. I could mine on an average about seven tons per day. I should think the insuring and blacksmithing and all expenses would be about five cents a ton. The insurance is about four per cent.

Q. What would you think would be a satisfactory price, run of mine? A. Thirty-five to forty cents.

Mr. Forman: Would that be a fair price with reference to what is being paid in other localities that have to compete with your market? A. I should think so.

Q. What percentage of fine coal or slack do you get in mining here? A. I could not say.

Q. Do you know whether it is forty per cent? A. Hardly that much, I should think.

Mr. Mitchell: How many days a week have you worked? A. I should think about three days a week.

Q. Do you know any thing about the differential that has usually existed between here and Springfield? A. No, not of late years.

Q. You said you could earn about two dollars per day. How much did you earn a day? A. I never got a chance to find out. On a full day maybe I would make two dollars; some days a dollar seventy-five, other days, one-fifty.

WILLIAM RYAN.

William Ryan, being examined by chairman, testified.

I live in Pana; am a practical coal miner; have been working here about four years; have worked for the Penwell Company and the Pana Coal Company; not very much difference in local conditions; quit working for Pana Coal Company April 1st; was not discharged; there was a suspension because the company refused to pay the scale price.

Q. What, if anything, has been done on the part of the miners and operators to get together and agree upon the price? A. Well, there have been committees appointed to wait upon them and try to fix the price and go to work. It seems they would hear to nothing. I understand the last time they waited on them they said they had nothing to offer. I am not acquainted with the mines at Danville. The diffential between this place and Springfield used to be ten cents, I believe. I don't know what it has been between here and Danville.

Q. Can a man mine more coal here a day than he can at Springfield? A. Oh, yes.

Q. How much more? A. Probably as much again.

Q. On an average how much coal can a man here mine in a day? A. I think if a man mines five or six tons a day he is working himself pretty hard. He is not going to kick up his heels when he goes home at night or when he gets up of a morning.

Q. Had you been working pretty steadily up to the time you quit working last April. A. Yes, pretty steadily.

Q. How much had you been earning a day? A. I never figured it out. I don't think over a dollar and fifty cents a day clear of expenses.

Q. On an average how many men would be working in an entry if one hundred men were employed in a mine? A. It might be ten or twelve. It would be according to the number of entries they are driving.

Q. Have the companies offered you any price? A. I understood there was a notice posted up naming thirty cents.

Q. When was that? A. I think about a month ago.

Q. Who posted it? I think it was the Pana Coal Company.

(Witness corroborated other witnesses as to payment in coupons. They were subject to a discount of six per cent. Men were discharged who refused to take the coupons.)

Mr. Mitchell: Do you know anything about any offers to start the mine? A. No, sir. Only the notice was posted up.

Q. Prior to that time did you hear any one representing the company say they would pay thirty-five cents a ton? A. I have heard they said they could pay it and could pay thirty-seven and a half. But to say it personally, I could not say it.

Q. Who told you that? A. I heard it talked on the street amongst the men. I heard that Mr. Puterbaugh was the man that said they could pay thirty-seven and a half cents.

Chairman Calef: Do you think they could pay thirty-seven and a half cents here and forty cents at Danville? A. I don't know. The difference in the freight might be in the way.

Q. What is your best judgment about that? A. To go into the Chicago market, of course they could not do it. They could with the local trade.

Mr. Mitchell: Do you know the value of this coal as compared with coal mined in Danville—whether or not this coal is worth more per ton than the Danville coal? A. I understand this is better steam coal than the Danville coal. That is what railroad men say. They would rather have this coal to make steam than any other coal along the line.

Q. Do you know what the percentage of screenings is here? A. I do not know.

Q. How many tons of coal can you mine here? A. One man will average perhaps four or five tons a day.

Q. What do you think would be a good days's wages? A. I always hated to work for two dollars and a half in the mine. I would rather work on top for two dollars than in the mine at two-fifty. You must consider that there is a good deal of expense attached to mining besides powder and oil. You have tools and you have shoes and clothes to buy; and you pay a big price for your tools if you buy them from the company.

Mr. Forman. The dollar and a half a day you say you made was on a scale of about twenty-eight cents? A. Twenty-seven and a quarter cents.

Chairman Calef: On an average how many tons of coal will a keg of powder produce in these mines here? A. That is a hard question. If you get one hundred tons with a keg of powder, I think, on an average you are doing well.

JAMES KANE.

James Kane being sworn and examined by Chairman Calef, testified.

Q. Have you been sitting in the room during the time the last two or three witnesses have been examined? A. Yes, sir.

Q. What have you got to say in regard to their answers? A. They are about all right.

Q. How much coal will a keg of powder produce? A. The company's figures show one hundred and forty nine tons.

Q. Which company? A. Mr. Penwell's.

Mr. Mitchell: How many days a week did they work there. A. Not over two and a half days a week in the last five months.

Mr. Hunter: You believe that the gentlemen before the Board that said thirty-five cents is the true price is correct? A. Yes, sir, I believe that.

Chairman Calef: Dou you know what the usual differential has been between Springfield and Pana? A. Yes, sir. Seven and a half cents. The first scale—that made at Columbus, Ohio, in 1874—fixed the price here at sixty-two and a half cents and seventy cents at Springfield.

Q. That would cut this down to thirty-three cents and something? A. Yes, sir.

Mr. Mitchell: How steady did they run? A. They ran steady every day. The Springfield operators compromised on sixty and a half cents, making a deduction on powder and oil. Then they put this place out of the Springfield district into the fourth with Staunton and Mt. Olive, and they settled with their men at fifty-five cents and consequently we came down to fifty-five a ton.

Chairman Calef: Where is most of this coal marketed? A. North on the Central.

Q. Do you know where it goes? A. No, sir.

Q. How much do you think a man ought to earn a day as a miner? A. About two dollars and a half.

Q. How many tons of coal can a man load here? A. He can dig six.

Mr. Mitchell. How much does this company pay for turning a room? A. Nothing.

Q. How much in the surrounding mines? A. Nothing that I know of. They used to pay five dollars.

Mr. Hunter: Don't you know it to be a fact that they do pay for turning rooms in Springfield? A. Oh, yes, and in other places.

Q. And that would give this place an advantage? A. Yes, sir.

The Board took a recess to 1 o'clock p. m.

Afternoon Session.

The Board convened at 1 o'clock.

JAMES FORTUNE.

James Fortune being sworn and examined by Chairman Calef, testified:

I am a miner; have worked in all these mines in Pana; have been here nearly twelve years. I have no acquaintance with the Danville mines; know nothing about the differential between here and Danville or Springfield. I was working for the Pana Coal Company before the close-down. They didn't discharge us; they just shut down. About a month ago they told us to take our tools out.

Q. What price, if any, did they offer to pay? A. I never heard they offered any at all only when they stuck a notice up. They stuck a notice up stating that they would pay thirty cents.

Q. Who put up that notice? A. Julius Broehl's name was signed to it.

Q. How steady did you work previous to the first of April? A. Oh, we worked tolerably steady over at that mine all winter.

Q. How much were you receiving a ton? A. Twenty-seven and one-fourth cents.

Q. How many tons of coal on an average could be mined a day? A. Well, a fair average day's work is about six or seven cars for two men.

Q. How much is supposed to be on a car? A. Well, we would get from forty-three hundred to forty-five hundred last winter. Not one would run up as high as five thousand.

Q. How much did you make a day on an average? A. We averaged for the winter somewhere about one dollar and fifty cents to one dollar and seventy-five cents; that is taking the expenses out.

Q. What do you think the price ought to be here, run of mine? A. I think thirty-five cents is little enough. Of course if the men get thirty-three cents and pay for the powder I think that would be plenty reasonable.

Q. How much coal will a keg of powder mine? A. It depends on the place. Some places we can mine twice as much as others.

Q. Make an average on these three mines? A. In the best places from two hundred to three hundred tons. In Penwell's mine I don't believe a man can get out over a hundred tons.

THOMAS NICHOLSON.

Thomas Nicholson, being sworn by Chairman Calef, testified:

I am a practical miner; have worked in all of the mines here more or less; quit work the twelfth of March because I got my hand hurt in the mine. I

think an average day's work would be about six or six and a half tons. Previous to the first of April the men were getting twenty-seven and a fourth cents. That was reckoned as equivalent to the scale price of thirty cents with the supplies off. Know nothing about Danville. I think the price here should be thirty-five cents. More powder is required at Springfield. A keg of powder in the Springfield mines will produce from twenty to forty tons—an average probably of twenty-eight or thirty tons.

Q. Would it not be more satisfactory to you to work every working day in the year, provided you were able to work at a fair price, than it would to work only two or three days a week at a considerably higher price? A. I would rather work steady every day at fair average wages.

Mr. Mitchell: How steady did the men work the last five months prior to the suspension? A. We used to dig every day; sometimes an hour, sometimes a half day. I think the average time, the hoisting time, would be somewhere like three days in the week.

Q. Which mine were you working in? A. The Penwell mine. We were down in the pit and working half days and whole days. We never yet have known when it was quitting time.

R. G. LOHR.

R. G. Lohr, being sworn and examined by Chairman Calef, testified:

I am in the hardware business in Pana. I can not say of my own knowledge that I know anything about this trouble except what I know from street talk. I have never had anything but casual talk with miners or operators. I have heard different statements as to what the miners were making previous to the first of April—all the way from eighty cents to two dollars and a half a day. These statements were made by the miners and one of the operators. The operator (Mr. Broehl) said, if I remember right, that they could earn from thirty to forty dollars a month without any great effort. The miners complain that when they go down they can not work more than two or three hours a day. They do not get a turn often enough. I know nothing of any effort being made on the part of the operators to meet the miners and settle this trouble.

Q: Do you know where this coal is marketed? A. To the best of my knowledge it goes to Chicago.

Mr. Hunter: Did you ever take any coupons from the miners? A. A few.

Q. Do you usually give one hundred cents on the dollar in trade? A. We have always done so. That is one reason why we have not taken very many of them.

Chairman Calef: What is the reason? A. Because we could not get them cashed at their face value. The coupons we took we always traded back to other stores. We never cashed any at the shaft.

WILLIAM GOFORTH.

William Goforth, being sworn and examined by Chairman Calef, testified:

I am a miner; have worked in all the mines here; was working at the Springside mine at the time of the shut down, April first; was not discharged; quit work on account of suspension. I was a member of the committee of miners selected to present the Springfield scale to the operators. The operators said they had made arrangements to pay the forty cents a ton on trial. They did not expect to have a great deal of work for their men, but they said they had made calculations to try it.

Q. Were all the operators present at that meeting? A. No, sir, they would not meet us jointly; they met us separately.

Q. You saw them all? A. Yes, sir. Mr. Penwell did not make us any promises, only he had calculated to do just what the old company did. That is the Pana Coal Company. Mr. Puterbaugh, the secretary of the company, told us that his company was going to start at the forty-cent rate, but they had to have some repairs that would take ten days or two weeks before they would be ready to start to work. Mr. Louis Overholt, secretary of the Springside Company, had the same excuse; he had some repairs he would have to make before he would start. I had to go over into Indiana on business and was relieved from the committee and have not been engaged in any of the committee work since then.

Q. Do you know what the differential between this place and Danville has been the last three years previous to the adoption of this scale? A. No, not before the adoption of the last scale of 1897 that we worked on last winter. I think it has been about seven cents.

Q. As between here and Springfield what difference if any has there been? A. About eight cents, I should judge.

Q. How much did you earn a day while you were at work? A. Well, sir, I earned from one dollar fifty to one dollar seventy-five.

Q. How many tons of coal could you mine in a day? It would run from six to eight tons.

Q. How much expense would you be at in mining six to seven tons of coal? A. I judge there would be between seven and eight cents.

JAMES ATWOOD.

James Atwood, being sworn and examined by Chairman Calef, testified:

Have been a practical coal miner for about twenty years; have worked here about six years; have worked at the Springside a short time, I guess about three months, and the rest of the time for the Pana Coal Company.

Q. How much did you average a day during the last five months? A. I guess probably about two dollars twenty-five cents a day. I would not be positive but somewhere right along there. I was working on an entry.

Q. How many men worked in the entry on an average during the five months? A. I suppose fifteen or sixteen.

Q. How many men worked in the other parts? A. I guess eighty or ninety.

Q. Do you know what they earn a day? A. No, sir, I could not tell you that.

I know nothing about Danville or Springfield; don't know what the differential has been. Coal leaves here on the Illinois Central and Big Four; don't know where it is marketed. We work about eight hours a day in the entry.

THOMAS HUGHES.

Thomas Hughes, being sworn and examined by Chairman Calef, testified:

Am a practical miner; have worked for the Pana Coal Company about nine years; quit the first of April; was not discharged; operators refused to pay Springfield scale. We worked steady during the five months. I earned on an average between twenty-five and thirty dollars in two weeks. We had two kegs of powder to come out of that. I worked in the old shaft entry. I could not say what the men in the rooms earned.

Q. Have you ever heard anything said in the last two or three years about the differential between Danville and this place? A. Yes, I have heard them talk about it, between eight and nine cents.

Q. What about this place and Springfield? A. Along about seven cents.

Q. Under present circumstances and conditions, and considering the prices miners are working for at other places, what do you think would be a fair and just price for miners to receive per ton at this place? A. I think we ought to get thirty-five cents.

JOSEPH WOOLNER.

Joseph Woolner, being sworn and examined by Chairman Calef, testified:

Am a miner. Have worked for the Pana Coal Company, and since 1894 have been working for Penwell. I have been driving an entry the last two years, and average about two dollars or two dollars and ten cents a day. I worked in a room before and I know I could not average that much. I guess it would be fifty cents less. It shortens a man's life to work in the entry.

G. G. CRAVENS.

G. G. Cravens, President of Local Miners' Union No. 101, being sworn and examined by Chairman Calef, testified:

Q. You represented this district at Springfield at the time this scale was adopted, did you not? A. Yes, sir.

Q. Were the operators here represented at that meeting? A. Yes, we had three—Harts, Puterbaugh and Louis Overholt.

Q. You may state what was done. A. Well, I was one of the state scale committeemen at Springfield. When we met there the miners went to adjusting the scale two days ahead of the operators. We started on Danville with a three cent raise. We placed every place in the State on the old Springfield scale that was working under the Springfield scale—this place and maybe Streator, and several others. And whenever we found one off of the scale we placed it on and gave a three cents advance. It went all right until we came to Pana. I made a motion to put it on the Springfield scale with three cents advance. Some other fellow got up and moved to make it forty cents. I wanted to know the reason why. They stated that Pana had been underrated. We had quite a conflab. We fussed over it for an hour and a half. Some fellow made a motion to make it thirty-seven and a half cents. I told them I considered they were shutting us out of the market at forty cents, and that no other place had taken over three cents advance except the C. & A., and they were taking twelve cents. It didn't do any good. The scale was fixed at forty cents. The operators protested against it.

Q. The Springfield scale you speak of was what? A. Thirty cents was the old Springfield scale. We worked on twenty-eight cents with the supplies we were getting.

Q. How much would the advance of three cents have made the price at Pana? A. That would have made the price here thirty-three cents. That is what I fought for at Springfield, and I have never had anything to prove different to me yet.

Q. What has been the differential, Mr. Cravens, in the last four or five years, between this place and Danville? A. I have been here ten years, and we have been working on a harum-scarum scheme. We were called heathens in this place, and we didn't know much about differentials and such like as that. But the best I can find out, for four or five years back, there has been from seven to as high as ten cents differential. Last year Danville was running on thirty-seven cents, and we at twenty-eight cents, which made nine cents differential. There was 9.7 differential on Springfield. But we didn't consider that running on the Springfield scale. We were running two cents under, while Springfield was running on the Springfield scale.

Q. What do you think, Mr. Cravens, would be a fair and just price for this place to give the operators a chance to run their mines and the miners a fair chance? A. You heard what I said awhile ago. I think, considering the conditions of the market, thirty-three cents is about all there is in it for this place. The shaft I worked at run about half the time; the old shaft about three-quarter time. Penwell didn't run over three days a week. I consider we were overrated.

Q. Do you know what the freight rate is from Danville to Chicago? A. From Danville, sixty-two and a half cents.

Q. What is it from here? A. It is eighty cents.

Q. Where does most of this coal go? A. From the best information I can get, it is divided—part to Chicago and part to the northwest.

Q. How much difference would there be in the earning capacity of the man that worked in a room and a man that worked in an entry, the conditions of both being fair? A. Generally the way they run the shafts here, a man in a room does not have as good a show as an entryman has. In the first place, they will put on more men than they need for the trade they have got. It is generally conceded here that the entryman has the advantage over the room man; that is, unless there comes a rush for coal and the room men can get all they can load, and then good miners can make average wages with the entrymen.

Q. What object, if any, would the operators have in putting more men in the mine than could work to good advantage? A. I don't know, unless they wanted to hold them down and let them have as little to say as possible. That is the way I have always found it; that if the men were not in position to protest, they would generally have forty or fifty men more than they needed to fill their contracts.

Q. You have been present here all day? A. Yes, sir.

Q. You have heard the statements of witnesses with reference to the pay and the coupon business. Have you anything new to say on that subject, or do you coincide in all the statements made in reference to that matter? A. I will have to state that the witnesses who have been on the stand have told the facts in the case as near as I can tell them.

Mr. Forman: You think thirty-three cents would be a fair scale? A. That is what I fought for, and I never have had anything to contradict it yet. Of course I don't believe in all price and no work.

Q. You don't consider it your duty, in your representative capacity, to advocate a higher scale than can afford to be paid? A. No, sir; that ain't my principle, to advocate a higher scale than can be paid. I think to put all on an equal basis is what we want, let it go where it may.

Chairman Calef: What has been the usual differential between this place and the mines over about Virden on the Chicago & Alton railroad. A. Under the old scale there was two and a half cents differential.

Q. In favor of this place? A. Yes, sir.

Mr. Ryan: What do you mean by the old Springfield scale? A. I mean the Springfield scale we were working on before the first of April. On the C. & A. it was thirty-two and a half cents and here it was thirty cents. We were working about the same.

Mr. Mitchell: You spoke of the differential between Pana and the Danville district. What were they paying in Danville prior to the suspension? A. That is what I don't know.

Q. Do you know what they were paying in Springfield prior to the suspension? A. I could not say.

Q. What were they paying here prior to the strike of last year? A. The Springside was running at thirty-three cents a box. The old shaft was running at forty cents a box. Penwell's shaft was running at twenty-cents a ton gross weight.

Mr. Ryan: There was really very little of a differential between the prices paid here and at Danville? A. I could not tell you. Maybe you fellows could tell what they were paying there. We considered over at the Springside, where I worked, that we were getting not over seventeen or eighteen cents a ton. Over here they were getting about the same. Penwell claimed he was paying twenty-five cents. He had no check-weighman, and you can guess what he paid.

Chairman Calef: What is the percentage of screenings as between here and Danville and Springfield? A. I have never worked at Danville or Springfield. I have always claimed it was about two-fifths here. They have claimed forty-five and fifty per cent. At the place I worked they claimed it went as high as fifty.

Q. You claimed it was about forty? A. Yes, what it would average.

J. C. STAMM.

J. C. Stamm, being sworn and examined by Chairman Calef, testified:

Engaged in the dry goods, clothing and boot and shoe business; have been in business here upwards of twenty-three or twenty-four years. Don't know as I could state what the miners were earning per day up to the time they quit work; think, from talking with a good many, they hadn't been making a decent living. Do not know of any effort on the part of the operators to meet the miners and try to adjust the present trouble.

Q. The price for mining under the scale is forty cents a ton at Danville, the same as it is here. Will that give Danville any advantage over Pana? A. I understand it would on account of the difference in freight rates. They have always told us here that they could not get into the market. Still every day you will find coal running through here from eighty or ninety miles south of here.

Mr. Ryan: They pay the scale, too, down there? A. I understand so. A great deal of the coal here goes to Chicago. Do not know what part of it is shipped to the northwest. Penwells, I know, at one time had quite a contract with the Chicago & Northwestern railroad.

Q. Do you in your business get any of these coupons? A. Yes, I am sorry to say.

Q. Do you get them cashed at their face value? A. No, sir; they are discounted six per cent.

Mr. Hunter: Who receives the six per cent? A. The coal companies. One of the companies, the Springside, issues books. The coupons are good any place in town. You can take them any time and get them cashed by discounting them six per cent. The other company, the old company, required all the merchants that figured for any of that business to furnish their own books and take them over there. For instance, you take over $200 in books at a time. They give you no receipts for the books; they won't check up with you at any time. When a man goes there and wants a book on my store, they require him to sign an order for the amount of the book. That is supposed to be placed to my credit. On the 10th of the following month I can get my money less six per cent. There has never been a time when they would check up with me. You have to depend entirely on their accuracy, whether they make a mistake or not, intentional or otherwise.

Mr. Mitchell: Have you ever heard the statement made here that the fight was one of price, but an intention to break up the organization? A. I don't know that I ever heard an operator say so, but that is my opinion, and I have heard hundreds of others say so—that the fight is against the union. Last fall Mr. Broehl seemed to be well pleased with the organization and union labor. I talked to him several times. But now it is exactly the other way. He wants to down the union now. He wants to break up the organization.

Mr. Calef: Have you had any talk with the operators in the last three months? A. Yes, sir; I have talked with Mr. Broehl several times.

Q. What does he say with reference to the price he could pay? A. He does not say. He asked me to come to his office, and said there was no use talking, they could not pay forty cents. He says, "I can convince you or any one that we will run at a loss at forty cents." I understood he told others they were willing to pay thirty cents.

Q. Have you any idea what it costs to mine one hundred tons of coal? A. No, sir. I know this, that the operators for years made quite a lot of money. Penwell made money for years.

B. BECKENHEIMER.

B. Beckenheimer, sworn and examined by Chairman Calef, testified:

Have been in business here since 1876. I dont't know anything about this difficulty except what I have been reading in the newspapers. Have had no talk with the operators in regard to the strike.

Q. Do you handle any of the coupons issued by the operators? A. Yes, sir, that is, we have our books over at the coal shaft.

Q. Do they charge anything for the redemption of these coupons? A. Yes, sir, six per cent.

Q. Is that taken out of the wages of the miners? A. No, we have to pay that. For instance, a man comes in and gets a book for two dollars, and when we want our money we have to pay six per cent to get the cash. We really get only ninety-four cents out of the dollar. We have got to stand the six per cent. We can't make a different price because he brings the coupons. I have never bought any of the coupons for cash.

Mr. Forman: Who prepares the books? A. I have got to have those printed myself and pay for them.

Q. You have got to go to that expense before you have the books sent to you? A. I have to go to the printer and he charges so much.

Q. That is in addition to the six per cent? A. Yes, sir.

O. H. PADDOCK.

O. H. Paddock, sworn and examined by Chairman Calef, testified:

I am in the lumber business at Pana; have lived here thirty-five years. I can not say that I know anything about the difficulty between the miners and operators here. I have talked to several operators here in the last three or four months. They simply say they can not pay the forty-cent scale, they never told me what they can pay. I never inquired into the business particularly. Mr. Broehl showed me what he said was the pay-roll for last March. It was one of those large sheets. I should think it would be sixty or seventy names, perhaps seventy-five. I merely glanced over it. It was not particularly my business, but he wanted to show me that the miners were earning good wages. There were several whose wages were over seventy dollars for the month of March. The lowest one to the best of my knowledge was not far from thirty dollars. I should say for a guess that the average would be fifty dollars a month.

Q. Do you know what market this coal reaches? A. The operators tell me their largest market is Chicago.

Q. Did you ever handle any of these coupons? A. Yes, sir. The miners give them to us. They buy goods with them. I bought my groceries and beefsteak as much as I could with them. When I could not get rid of them that way I took them to the operators and got them cashed for ninety-four cents on the dollar. The merchants accepted them as money.

Mr. Mitchell: The pay-roll the company showed you was for a month or two weeks? A. I wont be sure whether it was a month or two weeks.

Q. I understand that the pay-roll is made up every two weeks? A. I thought it was for the month.

Q. What do you think a miner's wages ought to be? A. My dear friend, that is no question to ask me. I never was in a coal mine in my life. I have no more idea what it ought to be than a baby has. If it was in wages on top of ground I think I could answer.

Chairman Calef: What is it worth to go out here and build a plank fence? A. One dollar and twenty-five cents a day.

Q. In your judgment is it worth more to go down into a mine? A. I should want more.

Mr. Hunter: Do you think coal mining a dangerous occupation? A. Yes, sir.

Q. Do you think a man who enters the bowels of the earth and breathes the noxious gases ought to have good wages? A. Yes; but I was a railroad man twenty years and I don't think coal miners are in more danger than railroad men.

Q. But railroad men make good wages—all of them over fifty dollars a month. A. No, sir; many of them don't get near that much.

Mr. Ryan: Do you think the operators here are fighting the organizations rather than the price? A. They have never told me. It is so alleged on the streets. I do not know whether it is true or not.

S. W. CONANT.

S. W. Conant, being sworn and examined by Chairman Calef, testified:

I am in the hardware business. I know nothing about the trouble here except what I read in the local papers. I have had no talk with the operators. I have heard the miners commenting on the matter in my store. I have handled the coupons. The company cashes them at six per cent discount.

W. D. RYAN.

W. D. Ryan, being sworn and examined by Chairman Calef, testified:

Q. Please tell the Board, if you know, about the prices paid in Danville prior to the suspension of work last summer. A. Mr. Chairman, that is going to be a very hard matter to get at exactly as it was at that time, for the reason, as you have seen by some of the evidence that has been given here, that there were so many prices and conditions in the different fields before regulated by the last Springfield scale; but so far as I can find out there is very little difference in the prices paid in the district here and in Danville. It is true some of them were paying as high as twenty-five and twenty-seven cents, and others as low as eighteen and twenty cents. Where they had the box system they simply robbed the miners of about half. There was no regular differential recognized anywhere and there was no such thing as ten cents anywhere. I think when the Springfield scale was made by the miners last August that in placing Pana at thirty cents the price was too low. I also believe that the C. & A. south of Springfield was placed a little too low.

Q. In the Danville district they were paid as low as twenty-five cents? A. Yes, sir.

Q. It amounted to that when figured up? A. Yes, sir.

Q. And also a portion of the Springfield district? A. Yes, sir.

Q. What was the price paid in Pana, as you understood it, at that time? A. The price paid here, as I understand it, was substantially as Mr. Cravens has testified. There was one mine here paying thirty-three cents a box. One was paying forty cents, and I remember the Penwell mine was paying twenty-five cents a ton. Mr. Cravens has got a better chance of knowing just what was paid than I have.

Q. Mr. Ryan, what differential has there been during the last three or four years between here and Danville? A. I have stated that it is an utter impossibility for anybody to find out, but when you come to consider the different conditions there was scarcely any differential.

Mr. Cravens: According to what you said, Danville was paying twenty-five cents and Springfield twenty-five cents, and you make this place seventeen or eighteen cents. I consider it seven or eight cents differential. A. Yes, if it was true that there was that much stolen on the box system.

Mr. Forman: Mr. Ryan, what ought to be the differential between Springfield and Danville and these mines here? You are a man perhaps as competent to state that as anybody. A. Well, Mr. Chairman, I don't care to answer the question for the same reasons that we gave for refusing to answer a similar question at Virden. I think the question has been answered by several miners.

Q. You hold a position with reference to the miners of the State? A. Yes, sir.

Q. What is it? A. I am State Secretary of the State organization. We have received our instructions from the State convention and we can not do anything but carry out those instructions, and I don't think it is fair to put one of us on the stand and try to make us testify to something that would be directly against the instructions we received from the parties that pay us.

Q. You have your responsibility and this Board has its responsibility. Do you think it is exactly fair for the members of your organization not to give us all the information you can? A. When I refused to answer the question I don't think I was keeping it from you, as you have had it from others.

Q. We have had it from men who don't profess to know. We would like to have you state that? A. We are not saying they did not testify to anything that was not right.

Q. I know; but I would have more faith in your opinion than in that of some of the witnesses. We would like to know what is the differential between Danville and Springfield and this particular locality? A. I will say this, Mr. Chairman, that as far as I am concerned as an officer of the organization I am not going into anything of that kind until I go into a joint conference with the operators. We are willing to do anything we can to put the scale right, but we want the operators to coöperate with us. At a meeting of the executive board last week we gave it out that we are willing to place any difference in the hands of the State Board of Arbitration or any board of arbitration that might be selected. We have made up our minds not to go any further unless the operators are dissatisfied with the price.

Chairman Calef: You are acquainted with most of the witnesses that have testified as to the differential, and I will ask you whether or in your judgment they are in a position to know what it is? A. I believe they are. Some of them have attended our State conventions; they have heard this matter thrashed over from one end of the State to the other. They have had practically the same information that we have. There is practically no information that has been hidden from them.

Mr. Forman: Are you willing to state what ought to be the scale price for this place? A. I will say here that we would not object to the original forty cent scale being reduced here.

Q. Have you in your mind a figure that you think it ought to be reduced to? A. No, sir, I have not.

Q. In other words then you do not feel that your duty to the organization which you represent would require you to advocate a scale which you do not

think practicable? A. I am willing to advocate a scale that is practicable if the operators will show a disposition to do right—if they will show the same disposition as we have shown.

Q. We understand, of course, that this is a one-sided investigation and all we can do is to express an opinion, and we want to express that opinion intelligently and on a practicable basis, and in order to do that we would like to have all the information we can get. A. It seems to me—we have talked the matter over before this—that there is something wrong with the scale or these operators would not have their mines idle unless it is an arbitrary fight.

Q. I will say, as far as my opinion is concerned, that I think you have succeeded admirably to establish a scale that has been so generally accepted and employed so many. It is, of course, natural that you would have some exception through a misunderstanding of the local conditions, or through motives that perhaps are not proper, causing a scale to be fixed that is not practicable. Now the president of your organization says he thinks the scale has been fixed too high and he very frankly says thirty-three cents is the practicable scale. Is it your judgment that he is about right about it? A. I would not concede as low a scale as that under any circumstances. I do not think it is necessary, and one of the gentlemen that testified here a short time ago brought out a very pertinent point in this controversy—the fact that coal that is mined quite a distance south of us for which forty cents a ton is paid, is being shipped right past your doors to Chicago, and this coal can be produced as cheap if not cheaper.

Q. I can see where an injustice might be done to operators; that we might make a mistake in putting it lower than operators in other localities can pay. While we want to express an opinion of a scale here that would enable these men to run their mines and put these men to work, yet, we do not want to express an opinion that will do an injustice to men who are already paying a higher scale and shipping at a greater distance.

Mr. Cravens: I will state in regard to what Mr. Stamm has said that I do not think he referred to coal shipped since the first of April. If any has gone through here I have not seen it.

Mr. Ryan: The Madison and Consolidated Companies are shipping coal from away down south.

Mr. Cravens: He said it was going up on the Central.

Chairman Calef: I would like to ask Mr. Cravens a question. Have you had any communication with the operators during the past week with reference to submitting this matter to arbitration? A. Yes, sir.

Q. In what way have you communicated with them?

Mr. Cravens: After you came down here and had a talk with them and told me to see the operators and see if we could not get them to arbitrate jointly, I went over and saw Mr. Broehl first and had a talk with him. He said he didn't know how about it. He said since this C. & A. arbitration took effect it kind of knocked them off the junk about arbitration. He said he would do this—he would write the balance of the company and he would let me know what they had to say. That evening I saw Mr. Penwell. He said he didn't have anything to arbitrate. He said he had no men working for him. He had paid them off. He had no business for any men to do. That is all I could get out of him. I didn't see Mr. Overholt at all. I met him on the street and asked him if he wanted to see you. He said he did not. I thought that was enough. Mr. Broehl, instead of letting me know, sent a fellow to say that Mr. Hart had notified him to let it stand as it was. That was the end of the matter.

H. N. SCHUYLER.

H. N. Schuyler, being sworn and examined by Chairman Calef, testified:

I am in the banking business here; have been here about thirty years. What I know about this difficulty is mostly hearsay. I have talked with the miners and also with the operators quite frequently.

Q. Have the operators expressed any opinion to you as to what they could afford to pay, or would be willing to pay? A. Yes, sir. One of them has said within the last few days that he would start up at twenty-seven or twenty-seven and a half. I spoke to one of the others in regard to the matter and he said if the rate was fixed between twenty-five and twenty-eight cents he would start.

Q. You have used considerable effort to bring about a settlement of this matter? A. I have been trying it.

Q. Do you know of any reason why the operators have refused to attend this investigation even as witnesses? A. No, sir. Not as witnesses they have given as their objection to joining in the investigation that it would be looked upon that they would have to carry out the rate that might be fixed. They would seem under obligations to try to pay the scale or try to do business. They thought it would likely be thirty cents or above and all three have said they could not possibly pay it.

Q. Where is the coal mostly marketed? A. Chicago.

Q. Have you any way of knowing about what the miners made every day during the five months previous to the first of April? A. No, sir.

Q. You are aware of the effort of yourself and the members of the Board of Arbitration to try to induce the operators to join in this matter, are you not? A. That is my understanding, that they have all had an invitation to join in. As I have stated the objections were practically all alike. They would feel under obligations to stand by the scale that the Board might fix or recommend.

Q. On the other hand if the price fixed was not satisfactory to the miners they could not be compelled to work? A. That was the idea; that there was no obligation on the part of the miners; that they had made an arrangement with them before this and they had violated that by order of the union, as I understand it.

Mr. Cravens: It was by an agreement that the operators and miners came to in Chicago.

Witness: I think they put it that there was an agreement made and the miners did not stand up to it here.

Mr. Cravens: There was an agreement amongst the miners and operators at Pana to work to the first of May.

Witness: They dropped that on account of the new scale on the first of April.

Mr. Cravens: Did they state to you why that was done?

Witness: No, not that I remember of.

Chairman Calef: Mr. Cravens, you may state the reasons right now.

Mr. Cravens: When this joint convention was held in Chicago—when the miners and operators met there—they wanted to get the competitive states on the basis of starting the contracts all the same time of the year. When we got a committee selected for that purpose and went to looking over the situation, they found Illinois bound up by contract to the first of May, more than any other state in the Union. The other states were not bothered with them. The operators and miners of Illinois and Indiana hung for four or five days. Finally it was agreed that the new scale should go into effect April first. The operators sacrificed two and a half months to get the miners of Illinois to sacrifice one month of their contract.

Mr. Mitchell: The Illinois operators agreed to that.

Mr. Ryan: There was no obligation violated on the first of April.

Witness: Except the local miners.

Mr. Ryan: So had all the miners of the State. The operators waived the contract.

Witness: Except the operators here.

Mr. Ryan: Mr. Harts was there representing the operators here.

Chairman Calef: Are you in a position to know, Mr. Schuyler, what the differential has been in the last three or four years between this place and Danville? A. Only from hearsay—mostly from the witnesses here this forenoon.

Mr. Ryan: Have you any idea what percentage of the coal produced in these mines is sold here in a local way? A. No, I have not. I believe, though, it has taken the profits of the local trade to make up for the loss on the coal that has been shipped away.

Mr. Mitchell: What per cent of the coal is sent up to the northwest—Iowa and Minnesota? A. About two-thirds of the coal goes to Chicago. That would leave about one-third for the balance of the territory, including local trade.

Mr. Hunter: You are not interested in any of the mines here? A. Only indirectly—a little more so than business men in other lines.

Q. You have no stock in any of them? A. No, sir; not a dollar.

Mr. Mitchell: Have you any information as to the effort of the coal companies to destroy the miners' organization? A. That would be hearsay.

Mr. Hunter: You have been the confidential friend of these men, and it is no more than fair that you should tell us whether the fight is made on the organization. A. I guess I could tell it all and not violate any confidence. Two of the operators have said they had no objection whatever to the union. The other one has said to me that he would not have any objection to the union, so that they did not interfere with his way of doing business. Now, as to any of them saying the fight was against the union, they have not said that to me.

Mr. Forman: It has been in evidence here that mines situated further from Chicago, and certainly paying higher freight rates, are paying forty cents for mining, and there is no question but what the Springfield mines are paying forty and seven-tenths, and paying the same freight rates that you have here. A. That is the mysterious part of it to me.

Q. That seems to be one of the things none of us understand. A. I have had several meetings and talked with the operators several times, and talked over that matter. I have seen invoices made out by coal operators that claim to pay forty cents for mining, and sold the coal for less than they sold it under the old scale, and for less than Pana could furnish it for twenty-five cents. I have seen the copies of those invoices. They allowed the copies to be made on account of one of the operators trying to sell coal in Chicago, where before he had sold hundreds of thousands of tons.

JACOB SWALLOW.

Jacob Swallow, being sworn and examined by Chairman Calef, testified:

I am in the newspaper business. Have been here about twenty-five years. I know nothing of this difficulty except from hearsay. I have had no talk with any of the operators since the first of April. I know only from hearsay that the coal from here goes to Chicago. I do not know anything about the differential between here and Danville.

W. H. ALEXANDER.

W. H. Alexander, being sworn and examined by Chairman Calef, testified:

I had a talk with Mr. Broehl about a week ago. His chief complaint was that the miners had once violated their agreement and he did not know whether they would live up to another.

Mr. Hunter: Did Mr. Broehl ever say to you that he was a party to the violation of that contract? A. He did not mention that.

Mr. Mitchell: I would like to make a short statement. It has been the desire of the miners' organization to make competitive prices for all mines; they have no desire to discriminate against any one operator. Most of the coal sold from the Pana mines that reaches Chicago is sold there in competition with the mines in Northern Illinois. At Wilmington, the mining rate is sixty-eight cents a ton and the freight rate to Chicago is fifty cents, making a differential against Pana of two cents a ton. If the scale was reduced very much here it would mean that they could reach Chicago cheaper than the mines in Northern Illinois. The expense of mining in Northern Illinois is three times what it is here—that is, the dead work. It is true that the coal mined in the Danville district gets in Chicago on a freight rate of sixty two and a half cents and a mining rate of forty cents. But the cost of keeping the mines in repair in Danville is larger than here, and the price of Danville coal in Chicago is less than the coal from Pana. The percentage of screenings is more. The percentage here is about one-third of the entire product. In Danville it is about forty-eight per cent and their coal sells in Chicago at fifteen or twenty cents a ton less that the coal from Pana. I do not think the prices of mining should be based on what coal sells for in Chicago at this time; the price will advance in the near future; it always does in the fall of the year. Coal is mined at Gillespie at thirty-three cents, machine mining; that means forty cents hand work. The freight rate to St. Louis is twenty-five cents. That would mean that they would have to pay Pana miners seven cents a ton. At Witt the differential against Pana is thirty five cents. At Hillsboro the differential is forty cents, meaning that the miners at Pana would have to mine coal for nothing. In Streator the differential against Pana is twenty-three cents, making the mining price here seventeen cents. At Wilmington the differential against Pana is two cents, making thirty-eight cents the price here. It is well known that Wilmington ships more coal to Chicago than any other mine. This is also true of the Alton mines and the mines at Danville. I think, gentlemen, from the position of the operators in this district, that their fight has been more against our organization than against our price. However, we do not ask that the price be continued at forty cents if that price is not competitive. If the competitive price is found to be thirty-five cents, that is satisfactory.

Chairman Calef: Gentlemen, we will take this matter under advisement and render a decision some time next week.

The Board then adjourned.

THE ARBITRATION LAW OF ILLINOIS.

The law creating the State Board of Arbitration and defining its powers and duties was approved and in force August 2, 1895. An amendatory act, prepared by the Board, approved and in force April 12, 1899, made additions to section 3 and inserted three new sections —5a, 5b and 6a. These amendments somewhat extend the power and jurisdiction of the Board. Briefly stated, their provisions are as follows:

1. The Board, by judicial process, may, in all cases, compel the attendance and testimony of witnesses and the production of necessary books and papers.

2. In case of a failure to abide by the decision of the Board, in a joint proceeding, the decision, upon application of the aggrieved party, may be enforced by a rule of the court.

3. The jurisdiction of the Board is extended so as to include cases in which several employers have a common difference with their employés, if the aggregate number of the employés be more than twenty-five, regardless of the number employed by each individual employer involved.

4. It is made the duty of the mayors of cities, the presidents of incorporated towns and villages, and the chief executive officers of labor organizations to promptly communicate to the State Board of Arbitration information as to strikes and lockouts, actual or threatened.

The full text of the arbitration law, as amended by act approved and in force April 12, 1899, is as follows:

AN ACT *to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said Board.*

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a "State Board of Arbitration," to serve as a State Board of Arbitration and Conciliation: one and only one of whom shall be an employer of labor, and only one of whom shall be an employé, and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said Board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said Board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall, in the same manner, appoint one member of said Board to succeed the members whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time the Governor shall, in the

same manner, appoint some one to serve out the unexpired term. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. The Board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The Board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary, to be fixed by the Board, not to exceed $1,200 per annum, and his necessary traveling expenses, on bills of items to be approved by the Board, to be paid out of the State treasury.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, employing not less than twenty-five persons, and his employés in this State, the Board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the Board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said Board, if it be shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place of the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The Board, in all cases, shall have power to summon as witnesses any operative or expert in the departments of business affected, and any person who keeps the record of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in the controversy. The Board shall have power to issue subpœnas, and oaths may be administered by the chairman of the Board. If any person, having been served with a subpœna or other process issued by such Board, shall wilfully fail or refuse to obey the same, or to answer such questions as may be propounded touching the subject matter of the inquiry or investigation, it shall be the duty of the Circuit Court or the County Court of the county in which the hearing is being conducted, or of the judge thereof, if in vacation, upon application of such Board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such Board and give his testimony, or to produce such books and papers as may be lawfully required by said Board; and said court or judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the Board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the Board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March of each year.

§ 5. Such decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his or their attention not to be bound by the same after the expiration of sixty days therefrom. Said notice may be given to said employés by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the Circuit Court or the County Court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respect it has been disregarded. Thereupon the Circuit Court or the County Court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as another process. Upon return made to the rule, the court, or the judge thereof, if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employing in the aggregate not less than twenty-five persons, and having a common difference with their employés, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employés of two or more employers engaged in the same general line of business, such employés being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employer or employés in such a case, the Board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employés of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the State Board that a strike or lock-out is seriously threatened in the State, involving an employer and his employés, if he is employing not less than twenty-five persons, it shall be the duty of the State Board to put itself into communication as soon as may be with such employer or employés, and endeavor by meditation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State Board.

§ 6a. It shall be the duty of the mayor of every city, and the president of every incorporated town or village, whenever a strike or lock-out, involving more than twenty-five employes, shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the State Board of arbitration, stating the name or names of the employer or employers and one or more employés with their postoffice addresses, the nature of the controversy or difference existing, the number of employés involved and such other information as may be required by the said Board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lock-out, actual or threatened, involving the members of the organization of which he is an officer, to immediately communicate the fact of such strike or lockout to said Board, with such information as he may possess, touching the difference or controversy, and the number of employés involved.

§ 7. The members of the said Board shall receive a salary of $1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, coroner or constable, to whom the same may be directed, or in whose hands the same may be placed for service.

CIRCULAR OF INFORMATION.

The Board has prepared the following circular of information relative to its powers and duties, revised to conform to the amendatory Act of April 12, 1899:

The attention of all employers of labor, whether persons or corporations, and of all employés and labor organizations throughout the State, is directed to the following provisions of law for the investigation or settlement of all differences between employers and employés:

The State Board of Arbitration, created by an act of the Legislature, approved August 2, 1895, consists of three persons appointed by the Governor, by and with the advice and consent of the Senate. One of the members of the Board is required to be an employer of labor, and one an employé, selected from some labor organization. Not more than two shall belong to the same political party. All are sworn to a faithful discharge of their duties.

MEDIATION AND CONCILIATION.

The law provides for mediation and conciliation in cases in which neither party makes formal application to the Board for arbitration. This provision is contained in the following section:

"Whenever it shall come to the knowledge of the State Board that a strike or lockout is seriously threatened in the State, involving an employer and his employés, if he is employing not less than twenty-five persons, it shall be the duty of the State Board to put itself into communication, as soon as may be, with such employer or employés, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State Board."

This provision of the law has been found efficacious in the settlement of many controversies in which neither party has been willing to take a step which might be construed as a confession of weakness. The Board occupies a disinterested and impartial attitude. It seeks to bring the two sides together in friendly conference, with a view to clearing away misconception and misunderstanding.

In order to facilitate the work of conciliation by giving the Board prompt information of strikes and lockouts, actual or threatened, the law provides:

"It shall be the duty of the mayor of every city, and the president of every incorporated town or village, whenever a strike or lockout, involving more than twenty-five employés, shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the State Board of Arbitration, stating the name or names of the employer or employers and one or more employés, with their postoffice addresses, the nature of the controversy or difference existing, the number of employés involved and such other information as may be required by the said Board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an

officer to immediately communicate the fact of such strike or lockout to said Board, with such information as he may possess, touching the difference or controversy, and the number of employés involved."

ARBITRATION.

Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employés, if at the same time he employs not less than twenty-five persons in this State, the Board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

The application must be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said Board, if it shall be made within three weeks of the date of filing said application.

Where a difference or controversy involves two or more employers, none of whom employs so many as twenty-five persons, but who employ in the aggregate not less than that number, said employers or the employés, or both, may make application and the Board will act as in other cases.

As soon as may be after the receipt of the application, the secretary of the board is required to cause public notice to be given of the time and place fixed for a hearing. But the public notice may be omitted whenever both parties so request in writing.

In caaes presented on the joint application of both parties, the public notice is now usually omitted by agreement of all concerned; but in all cases the parties are notified in writing of the time and place for hearing, and the board may order public notice to be given at any stage of the proceedings.

"The board in all cases shall have power to summon as witnesses any operative or expert in the departments of business affected, and any person who keeps the record of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpœnas, and oaths may be administered by the chairman of the board."

The board, by judicial process, may enforce the attendance and testimony of witnesses and the production of necessary books and papers.

In cases regularly submitted on written applications, according to law, it is the duty of the board to make a written decision thereof, such decision to be made public at once, and to be recorded in a book of record kept by the secretary of the board; and a copy to be filed with the clerk of the city or town in which the business is carried on. The law does not, in terms, prescribe the time within which the decision of the board shall be rendered, but from the requirements concerning the form of the application, it may be inferred that the decision, under ordinary circumstances, should be rendered within three weeks from the date of the application. Unavoidable delays may be caused by press of public business, or for the convenience of the parties to the application, but the board will, in all cases, act with as much promptness as is consistent with a just disposition of the matters involved.

The law provides that the decision shall be binding for the term of six months upon the parties who join in the application, or until either party shall have notified the other, in writing, of his intention not to be bound by the same at the expiration of sixty days from the giving of the notice.

"In the event of a failure to abide by the decision of said board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the Circuit Court or the County Court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respect it has been disregarded. Thereupon the Circuit Court or the County Court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the court, or the judge thereof, if in vacation, shall hear and determine the questions presented, and to secure a compliance with such decision, may punish the offending party or parties for contempt but such punishment shall in no case extend to imprisonment."

APPLICATION BY ONE SIDE ONLY.

This board possesses no power to compel any person, whether employer or employé, to submit his grievance to arbitration. If an application be made by one side only, the other not joining therein, it is the duty of the board to investigate the matter or matters in controversy in the manner above set forth; and, under these circumstances, the board will not require the promise, manifestly intended for joint applications only, "to continue on in business or at work without any lockout or strike" until the rendering of a decision. In such a case, however, the finding of the board will not be binding on either party. It can have no other effect than to "advise the respective parties what, if anything, ought to be done or submitted to by both," in the hope that such finding, based upon a full, fair and impartial inquiry, will be accepted by both sides as an equitable adjustment of all differences.

For printed forms of application or for other information, the board may be addressed at the State House, Springfield.

J. McCAN DAVIS, Secretary.

HORACE R. CALEF, Chairman,
DANIEL J. KEEFE,
W. S. FORMAN,
State Board of Arbitration.

APPLICATION FOR ARBITRATION.

Printed blank applications for arbitration will be furnished upon request. The board has two forms of application—one for the employer, the other for the employés. In case of a joint application, either form will serve the purpose, although properly, if the party taking the initiative be the employer, the "employer's application" should be used; if the employés take the initiative, it should be the "employés application."

The two forms are appended.

EMPOLYERS' APPLICATION.

STATE OF ILLINOIS.

To the Honorable State Board of Arbitration:

The undersigned.....
(Name of employer or employers.)
respectfully represents that.....
engaged in the business of.....
in.....in the county of.....
(Name of city, town or village.)
in said State, and employ not less than twenty-five persons in the same general line of business; that a controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between your petitioner and.....employés, to-wit, those employed at said.....as.....
And your petitioner further say that the grievances complained of, concisely stated, are as follows:

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And your petitioner hereby promise to continue on in business, without any lockout, until the decision of this honorable Board, if it shall be made within three weeks of the date of filing this application.

Wherefore your petitioner pray that this honorable Board will inquire into the cause of said dispute, and advise the respective parties thereto what,

if anything, ought to be done or submitted to by either or both to adjust said dispute, and should said employés join in this application, public notice of the hearing on this petition is hereby waived.

Dated this.....day of.....189....

.....
(Signature of employer.)

.....189....

The undersigned, constituting a majority of the employés in the department of the business in which the within described controversy or difference exists, hereby join in the within application and request that the State Board of Arbitration will inquire into the alleged grievances, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

And said employés promise that they will continue on at work without any strike until the decision of the State Board of Arbitration, if it shall be made within three weeks of the date of filing said application. And public notice of the hearing on this petition is hereby waived.

(Signatures of a majority of employés.)

EMPLOYES' APPLICATION.

STATE OF ILLINOIS.

To the Honorable State Board of Arbitration:

The undersigned respectfully represent that.....
(Name of employer or employers.)
engaged in the business of.....
in.....in the county of.....
(Name of city, town or village.)
in said State, and employ not less than twenty-five persons in the same general line of business; that a controversy or difference, not involving questions which may be the subject of a suit at law or a bill in equity, exists between said.....and.....
(Name of employer or employers.)
employés, and your petitioners further say that they constitute a majority of said employés, and that the grievances complained of, concisely stated, are as follows:

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And your petitioners hereby promise that they will continue on at work without any strike until the decision of this honorable Board, it it shall be made within three weeks of the date of filing this application.

Wherefore your petitioners pray that this honorable Board will inquire into the cause of said dispute, and advise the respective parties thereto what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and should said employer join in this application, public notice of the hearing on this petition is hereby waived.

Dated this.....day of.....189....

(Signatures of a majority of employés.

.....189....

The within-named employer hereby join in the within application and request that the State Board of Arbitration will inquire into the alleged grievances, and advise the respective parties what, if anything, ought to be done or submitted to by either or both parties to adjust said dispute.

The said employer also promise to continue on in business, without any lockout, until the decision of the State Board of Arbitration, if it shall be made within three weeks of the date of filing said application. And public notice of the hearing on this petition is hereby waived.

.....
(Signature of employer.)

ARBITRATION LAWS.

In the following pages will be found the text of the arbitration law of the United States and the laws and constitutional provisions of the several states relating to the settlement of differences between employers and employés by means of arbitration and conciliation:

UNITED STATES.

[Public Laws, 1898.]

CHAP. 370.—AN ACT *concerning carriers engaged in inter-state commerce and their employees.*

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any discription, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however*, That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or the private parties concerned.

§ 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this Act and the employes of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the Chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this Act.

§ 3. Whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which can not be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in service of the same nature as said employees so directly interested: *Provided, however*, That when a controversy involves and affects the interests of two or more classes and grades of employes belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the current action of all such labor organizations; and in case where the majority of such employes are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employés shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

§ 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exeeceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

§ 5. For the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpœnas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

§ 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States and when so acknowledged a copy of the same shall be transmitted to the chairman of the Inter State Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employes individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said Board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however*, that the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

§ 7. During the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such arbitration, for such employer to discharge any such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any of such employees, during a like period, to quit the service of said em-

ployer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, that nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employes whenever in its or his judgment business necessities require such reduction.

§ 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the federal courts.

§ 9. Whenever receivers appointed by federal courts are in the possession and control of railroads, the employes upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receiver's petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

§ 10. Any employer subject to the provisions of this Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt to conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court in the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

§ 11. Each member of said Board of Arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the treasury not otherwise appropriated.

§ 12. The Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employes, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved June 1, 1898.

MASSACHUSETTS.

The law concerning arbitration is as follows, being chapter 263 of the Acts of 1886, approved June 2, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employes," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1892, chapter 383.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *Provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eight-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

§ 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

§ 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employés, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

§ 4. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise

to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employés, the board shall satisfy itself that such agent is duly authorized in writing to represent such employés, but the names of the employés giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon ; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employés interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concering which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty ; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the commonwealth such compensation as shall be allowed and certified by the board, together with all necessary traveling expenses.* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

§ 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

§ 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employés by posting the same in three conspicuous places in the shop or factory where they work.

§ 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employeés or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the ad-

* See further as to experts, their duties and compensation, St. 1882, c. 382, *post.*

vice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

§ 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the commonwealth, involving an employer and his present or past employés, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employés, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

§ 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

§ 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the commonwealth; and both before and after said date they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the commonwealth.

[St. 1892, Chapter 382.]

AN ACT *relating to the duties and compensation of expert assistants appointed by the State Board of Arbitration and Conciliation.*

Be it enacted, etc., as follows:

SECTION 1. In all controversies between an employer and his employes in which application is made to the State Board of Arbitration and Conciliation, as provided by section four of chapter two hundred and sixty-three of the acts

of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the commonwealth the sum of seven dollars for each day of actual service, together with all their necessary traveling expenses.

§ 2. This act shall take effect upon its passage. [*Approved June 15, 1892.*]

New York.

The state board established in 1886 now acts under the Labor Law of 1897, a revision and consolidation of previous enactments.

[Chapter 415.]

An Act *in relation to labor, constituting chapter thirty-two of the General Laws.* [Became a law May 13, 1897, with the approval of the Governor. Passed, a majority being present.]

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Chapter XXXII of the General Laws.—The Labor Law.

Article I. General provisions (§§ 1-20).
II. Commissioner of labor statistics (§§ 30-32).
III. Public employment bureau (§§ 40-44).
IV. Convict-made goods and duties of commissioner of labor statistics relative thereto (§§ 50-54).
V. Factory inspectors, assistant and deputies (§§ 60-70).
VI. Factories (§§ 70-91).
VII. Tenement-made articles (§§ 100-104).
VIII. Bakery and confectionery establishment (§§ 110-115).
IX. Mines and their inspection (§§ 120-129).
X. State board of mediation and arbitration (§§ 140-149).
XI. Employment of women and children in mercantile establishments (§§ 160-173).
XII. Examination and registration of horseshoers (§§ 180-184).
XIII. Laws repealed; when to take effect (§§ 190-191).

Article X.—State Board of Mediation and Arbitration.

Section 140. Organization of board.
141. Secretary and his duties.
142. Arbitration by the board.

Section 143. Mediation in case of strike or lock-out.
144. Decision of board.
145. Annual report.
146. Submission of controversies to local arbitrators.
147. Consent; oath; powers of arbitrators.
148. Decision of arbitrators.
149. Appeal.

§ 140. ORGANIZATION OF BOARD.—There shall continue to be a state board of mediation and arbitration, consisting of three competent persons to be known as arbitrators, appointed by the governor, by and with the advice and consent of the senate, each of whom shall hold his office for a term of three years, and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such board in office when this chapter takes effect, shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January.

One member of such board shall belong to the political party casting the highest, and one to the party casting the next highest number of votes for governor at the next preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this state.

Two members of such board shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the board may be held and taken by and before any of their number, if so directed, but a decision rendered in such a case shall not be deemed conclusive until approved by the board.

§ 141. SECRETARY AND HIS DUTIES.—The board shall appoint a secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such other duties as the board may prescribe. He may, under the direction of the board, issue subpœnas and administer oaths in all cases before the board, and call for and examine books, papers and documents of any parties to the controversy.

He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the board.

§ 142. ARBITRATION BY THE BOARD.—A grievance or dispute between an employer and his employes may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detal of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpœna witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. MEDIATION IN CASE OF STRIKE OR LOCKOUT.—Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. DECISION OF BOARD.—Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will show the nature of the controversy and points disposed of by them and make a written report of their findings of fact and of their recommendation to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. ANNUAL REPORT.—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to to them conducive to harmony in the relation of employers and employés.

§ 146. SUBMISSION OF CONTROVERSIES TO LOCAL ARBITRATORS.—A grievance or dispute between an employer and his employés may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employés concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employés concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employés are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. CONSENT; OATH; POWER OF ARBITRATORS.—Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpœna witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. DECISION OF ARBITRATORS.—The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the question decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. APPEALS.—The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

MONTANA.

There was a law in Montana, approved Feb. 28, 1887, entitled "An Act to provide for a territorial board of arbitration for the settlement of differences between employers and employes." The Legislative Assembly of the terri-

tory on March 14, 1889, created a commission to codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana, in force July 1, 1895."

THE POLITICAL CODE.

[Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. Act approved March 15, 1895.]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars a day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. Act approved March 15, 1895.]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employes twenty or more in the same general line of business in the state) and his employes, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report,and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any

stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to a faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in a like manner. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have the power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. Act approved March 15, 1895.]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. Act approved March 15, 1895.]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall, whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to any mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in

this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of of the state board, either by a notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see § 9 of Massachusetts act and make such provisions as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury. [§ 3337. Act approved March 15, 1895.]

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the treasury of the state, as by law provided.

MICHIGAN.

[Public Acts, 1889, No. 238.]

AN ACT *to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a state court of mediation and arbitration.*

SECTION 1. *The people of the state of Michigan enact*, That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

§ 2. After the passage of this act the governor may, whenever he shall deem it necessary, with the advice and consent of the senate, appoint a state court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the senate shall not be in session at the time any vacancy shall occur or exist, the governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of

the court and also all documents, and to perform such other duties as the said court may prescribe. He shall have power, under the direction of the court, to issue subpœnas, to administer oaths in all cases before said court, and to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capital by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

§ 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said state court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agre in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lock-out or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of records, or the judges thereof, in this State.

§ 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereof in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties in the controversy.

§ 6. Whenever a strike or lock-out shall occur or is seriously threatened, in any part of the state, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpœna witnesses, compel their attendance and send for persons and papers, in like manner and with the same powers as it is authorized to do by section 4 of this act.

§ 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of state auditors upon the certificate of the court. All subpœnas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

§ 8. Said court shall make a yearly report to the legislature, and shall include therein such statements, facts and explanations as will disclose the

actual working of the court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

§ 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the state. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

§ 10. Whenever the term "employer" or "employers" is used in this act, it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place. [Approved July 3, 1889.]

CALIFORNIA.

AN ACT *to provide for a State Board of Arbitration for the settlement of differences between employers and employes, to define the duties of said board, and to appropriate the sum of twenty-five hundred dollars therefor.*

The people of the State of California, represented in Senate and Assembly, do enact as follows:

SECTION 1. On or before the first day of May of each year, the governor of the state shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employés, and the third member shall represent neither, and shall be chairman of the board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the governor shall appoint some one to serve the unexpired term: *Provided, however*, that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the state board, they may by agreement each choose one person, and the two shall choose a third, who shall be chairman and umpire, and the three shall constitute a board of arbitration and conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the state board. The members of the said board or boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

§ 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership or corporation, which, if not arbitrated, would involve a strike or lockout, and his employes, the board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, and shall be recorded upon proper books of record to be kept by the board.

§ 3. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the chairman of said board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay

the extra cost of the board entailed thereby. The board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

§ 4. The decision rendered by the board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employes by posting a notice thereof in three conspicuous places in the shop or factory where they work.

§ 5. Both employers and employes shall have the right at any time to submit to the board complaints of grievances and ask for an investigation thereof. The board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

§ 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also ther necessary traveling and other expenses incident to the duties of their office shall be paid out of the State treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

§ 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State treasury not otherwise appropriated, for the expenses of the board for the first two years after its organization.

§ 8. This act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*

New Jersey.

An act *to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a State Board of Arbitration.*

Section 1. *Be it enacted by the Senate and General Assembly of the State of New Jersey*, That whenever any grievance or dispute of any nature growing out of the relation of employer and employe shall arise or exist between employer and employes, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employes concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

§ 2. *And be it enacted*, That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of

said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

§ 3. *And be it enacted*, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpœnas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

§ 4. *And be it enacted*, That after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the State Board of Arbitration hereinafter mentioned, together with the testimony taken before said board.

§ 5. *And be it enacted*, That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 6. *And be it enacted*, That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term; said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpœnas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state; said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon ths discharge of the same; an office shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

§ 7. *And be it enacted*, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local

boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state; examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof; each arbitrator shall have power to administer oaths.

§ 8. *And be it enacted*, That whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election; whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said board, in writing, succintly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this state.

§ 9. *And be it enacted*, That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 10. *And be it enacted*, That whenever a strike or lockout shall occur or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

§ 11. *And be it enacted*, That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpœnas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

§ 12. *And be it enacted*, That said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employés, and the improvement of the present system of production by labor.

§ 13. *And be it enacted*, That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

§ 14. *And be it enacted*, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

§ 15. *And be it enacted*, That this act shall take effect immediately. [Approved March 24, 1892. P. L., Chap. 137.

A SUPPLEMENT TO AN ACT ENTITLED "*An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a state board of arbitration,*" *approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.*

SECTION 1. *Be it enacted by the Senate and General Assembly of the State of New Jersey*, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board. and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of the moneys in the state treasury not otherwise appropriated.

§ 2. *And be it enacted*, That in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

§ 3. *And be it enacted*, That the term of office of the arbitrators now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

§ 4. *And be it enacted*, That after the expiration of the terms of office of the persons named in this supplement, the governor shall appoint by and with the advice and consent of the senate, their successors for the length of term and at the salary named in the first section of this supplement.

§ 5. *And be it enacted*, That this act shall take effect immediately. [Approved March 25, 1895. P. L., Chap. 341].

OHIO.

On March 14, 1893, Ohio adopted a law providing for a state board of arbitration. The statute, as amended May 21, 1894, and April 27, 1896, is as follows:

AN ACT *to provide for a state board of arbitration for the settlement of differences between employers and their employés and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employés," passed February 10, 1885.*

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the

state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employé or an employé selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

§ 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

§ 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employés, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpœnaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers coöperating with respect to any such controversy or difference, and the term employés includes aggregations of employés of several employers so coöperating. And where any strike or lock-out extends to several counties, the expenses incurred under this act are not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

§ 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in such application, the board shall proceed no further therein without the written consent of the adverse party.

§ 9. The board shall have power to subpœna as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books and papers containing the record of wages earned or paid. Subpœnas may be signed and oaths administered by any member of the board. A subpœna or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

§ 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matter in dispute, in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employés or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

§ 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

§ 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

§ 13. Whenever it is made to appear to a mayor or probate judge in this State that a strike or lockout is seriously threatened, or has already occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employés involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employés, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employés.

§ 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act: *Provided*, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

§ 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

§ 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employés.

§ 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for the meeting.

§ 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employés," of the Revised Statutes of the state, passed February 10, 1895, is hereby repealed.

§ 19. This act shall take effect and be in force from and after its passage.

LOUISIANA.

[No. 139.]

AN ACT *to provide for a state board of arbitration for the settlement of differences between employers and employees.*

SECTION 1. *Be it enacted by the general assembly of the state of Louisiana*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint five competent persons to serve as a board of arbitration and conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or board representing employers of labor; two of them shall be employés, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four: *Provided, however*, that if the four appointed do not agree on the fifth man at the expiration of thirty days,

he shall be appointed by the governor: *Provided, also*, that if the employers or employés fail to make their recommendation as herein provided within thirty days, then the governor shall make said appointments in accordance with the spirit and intent of this act; said appointments, if made when the senate is not in session, may be confirmed at the next ensuing session.

§ 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the governor shall in the same manner appoint some person to serve out the unexpired term.

§ 3. Each member of said board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The board shall, as soon as possible after its organization, establish rules of procedure.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this state, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employés in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said board, if it shall be made within ten days of the date of filing said application.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the board.

§ 9. The board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of

wages earned or paid. Summons may be signed and oaths administered by any member of the board. The board shall have the right to compel the attendance of witnesses or the production of papers.

§ 10. Whenever it is made to appear to the mayor of a city or the judge of any district court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the mayor of such city or judge of the district court of such parish shall at once notify the state board of the fact. Whenever it shall come to the knowledge of the state board, either by the notice of the mayor of a city or the judge of the district court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this state, involving an employer and his present or past employés, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the state, it shall be the duty of the state board to put itself in communication as soon as may be with such employers and employés.

§ 11. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the state board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act.

§ 12. The said state board shall make a biennial report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employés.

§ 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall quarterly certify the amount due each member, and, on presentation of his certificate the auditor of the state shall draw his warrant on the treasurer of the state for the amount.

§ 14. This act shall take effect and be in force from and after its passage. [Approved July 12, 1894.

WISCONSIN.

[CHAPTER 364.]

AN ACT *to provide for a State Board of Arbitration and Conciliation for the settlement of differences between employers, and their employes.*

The People of the State of Wisconsin, represented in Senate and Assembly, do enact as follows:

SECTION 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a State Board of Arbitration and Conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that

if the two appointed by the governor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the State of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary.

§ 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.

§ 3. Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, co-partnership or corporation, and his employés, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, (if anything,) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of said decision to be filed with the clerk of the city, village or town where said business is carried on.

§ 4. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; *provided, however*, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each party to the controversy: *Provided*, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpœna as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpœnas may be signed and oaths administered by any member of the board.

§ 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

§ 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employés by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

§ 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employés or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its decision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of abitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

§ 8. Whenever it is make to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section 9, of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

§ 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to affect an amicable settlement between employers and employés, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable, investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility of blame.

§ 10. Witnesses subpœnaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

§ 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the performance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

§ 12. The act shall take effect and be in force from and after its passage and publication. [Approved April 19, 1895. Published May 3, 1895.

MINNESOTA.

[Chapter 180.]

AN ACT *to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.*

Be it enacted by the Leglislature of the State of Minnesota:

SECTION 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897, and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows: One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the state, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employé, or employer of skilled labor; *provided*, however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

§ 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as president, and another as secretary, and establish, subject to the approval of the governor, such rules and procedure as may seem advisable.

§ 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or nonresident, and his or their employés, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

§ 4. That said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employés, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employés, but the names of the employés giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.

§ 5. The said board shall have power to summon as witnesses any clerk, agent or employé in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid the same witness fees as witnesses before a district court.

§ 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

§ 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employés by posting the same in three conspicuous places in the shop, factory or place of employment.

§ 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the state, involving an employer and his or its present or past employés, if at the time such employer is employing, or up to the occurrence of the strike or lock-out was employing, not less than ten persons in the same general line of business in any city or town in this state, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employés and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as hereinafter provided, or to said state board, and the said state board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

§ 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employés or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

§ 10. Each member of said state board shall receive as compensation five (5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

§ 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employés; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

§ 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

§ 13. All acts and parts of acts inconsistent with this act are hereby repealed.

§ 14. This act shall take effect and be in force from and after its passage. [Approved April 25, 1895.

CONNECTICUT.

[CHAPTER CCXXXIX.]

AN ACT *creating a State Board of Mediation and Arbitration.*

Be it enacted by the Senate and House of Representatives in General Assembly convened:

SECTION 1. During each biennial session of the general assembly, the governor shall, with the advice and consent of the senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for governor of this state, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep and preserve all documents and testimony submitted to said board: he shall have power under the direction of the board, to issue subpœnas, and to administer oaths in all cases before said board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

§ 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to the State Board of Mediation and Arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said board is rendered; *provided*, it shall be rendered within ten days after the completion of the investigation.

The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, and the production of books and papers.

§ 3. After a matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpœna witnesses, and send for persons and papers.

§ 5. Said board shall, on or before the first day of December in each year, make a report to the governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

§ 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

§ 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the comptroller, approved by the governor.

§ 8. This act shall take effect from its passage. [Approved June 28, 1895.

UTAH.

[Chapter LXII.]

AN ACT *to create a State Board of Labor, Conciliation and Arbitration, for the investigation and settlement of differences between employers and employes, and to define the powers and duties of the said board, and to fix their compensation.*

Be it enacted by the Legislature of the State of Utah:

SECTION 1. As soon as this act shall be approved, the governor, by and with the consent of the senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employé, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employé nor an employer of manual labor, and who shall be chairman of the board. One to serve for one year, one for three years and one for five years as may be designated by the governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in a like manner for the term of four years. If a vacancy occurs at any time, the governor shall, in the same manner, appoint

some one to serve the unexpired term and until the appointment and qualification of his successor. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

§ 2. The board shall at once organize by selecting from its members a secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

§ 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, copartnership or corporation) employing not less than ten persons, and his employés, in this state, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute, and make a careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

§ 4. The decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the secretary of the board, and a short statement thereof published in the annual report hereinafter provided for.

§ 5. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said board, if it shall be made within three weeks of the date of filing the said application.

§ 6. As soon as may be after receiving said application, the secretary of said board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may at any stage of the proceedings, cause public notice, notwithstanding such request.

§ 7. The board shall have the power to summon as witnesses by subpœna any operative or expert in the department of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpœna the board may invoke the aid of any court in the state in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the state, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpœna issued to any such witnesses, issue an order requiring such witness to appear before said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof.

§ 8. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, and the findings of the majority shall constitute the decision of the board, which decision shall be open to public inspection, shall be recorded upon the records of the board and published in an annual report to be made to the governor before the first day of March in each year.

§ 9. Such decision shall be binding upon the parties who join in said application, or who have entered their appearance before said board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of ninety days thereafter. Said notice may be given to said employés by posting in three conspicuous places where they work.

§ 10. Whenever it shall come to the knowledge of the state board that a strike or lockout is seriously threatened in the state involving any employer

and his employes, if he is employing not less than ten persons, it shall be the duty of the state board to put itself into communication as soon may be, with such employer and emyloyes, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the state board.

§ 11. The members of said board shall each receive a per diem of three dollars for each days' service while actually engaged in the hearing of any controversy between any employer and his employes, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties in controversy, appearing before said board, and the members of said board shall receive no compensation or expenses for any other service performed under this act.

§ 12. Any notice or process issued by the state board of arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service, without charge. [Approved March 24, 1896.]

INDIANA.

[Chapter LXXXVIII.]

AN ACT *providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles. Approved March 4, 1897.*

SECTION 1. *Be it enacted by the General Assembly of the State of Indiana*, That there shall be, and is hereby, created a commission to be composed of two electors of the state, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

§ 2. The members of said commission shall be appointed by the governor, by and with the advice and consent of the senate, and shall hold office for two years and until their successors shall have been appointed and qualified. One of said commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said commissioners shall be less than forty years of age; they shall not be members of the same political party, and neither of them shall hold any other state, county or city office in Indiana during the term for which he shall be appointed. Each of said commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly and faithfully discharge his duties as such commissioner.

§ 3. Said commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

§ 4. It shall be the duty of said commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or labor complication in this State affecting the labor or employment of fifty persons or more, to go to the place where such complications exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effect-

ing an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

§ 5. For the purpose of arbitration under this act, the labor commissioners and the judge of the circuit court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a board of arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employés in the arbitration agreement. If the parties to the controversy are a railroad company and employés of the company engaged in the running of trains, any terminal within this state, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the judge of the circuif court to act as a member of the board of arbitration.

§ 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer, by any agent or representative of such employer then and therefore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On the part of the employés, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee of them appointed. Such committee may be created by election at a meeting of the employés concerned in the controversy at which not less than two-thirds of all such employés shall be present, which election and the fact of the presence of the required number of employés at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workingman's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

§ 7. If upon any occasion calling for the presence and intervention of the labor commissioners under the provisions of this act, one of said commissioners shall be present and the other absent, the judge of the circuit court of the county in which the dispute shall have arisen, as defined in section 5, shall upon the application of the commissioners present, appoint a commissioner *pro tem* in the place of the absent commissioner, and such commissioner *pro tem* shall exercise all the powers of a commissioner under this act until the termination of the duties of a commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other commissioners. Such commissioner *pro tem* shall represent and be affiliated with the same interests as the absent commissioner.

§ 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the circuit court, or such other place as shall be provided by the county commissioners of the county in which the hearing is had. The circuit judge shall be the presiding member of the board. He shall have power to issue subpœnas for witnesses who do not appear voluntarily, directed to the sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the circuit courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the pre-

siding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the board shall direct. If five members are sitting as such board three members of the board agreeing shall have power to make an award, otherwise, two. The secretary of the commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the commission shall direct.

§ 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the clerk of the circuit court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employés. A copy of all the papers shall also be preserved in the office of the commission at Indianapolis.

§ 10. The clerk of the circuit court shall record the papers delivered to him as directed in the last preceding section, in the order book of the circuit court. Any person who was a party to the arbitration proceedings may present to the circuit court of the county in which the hearing was had, or the judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the court or judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the sheriff as other process. Upon return made to the rule the judge or court if in session, shall hear and determine the questions presented and made such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employés who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

§ 11. The labor commission, with the advice and assistance of the attorney general of the state, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

§ 12. Any employer and his employés, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the labor commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a board of arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

§ 13. In all cases arising under this act requiring the attendance of a judge of the circuit court as a member of an arbitration board, such duty shall have precedence over any other business pending in this court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other circuit judge, or judge of a superior or the appellate or Supreme court to sit in the circuit court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to judges appointed to sit in case of change of judge in civil actions. In case the judge of the circuit court, whose duty it shall become under this act to sit upon any board of arbitration, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or other-

wise, it shall be the duty of such judge to call in and appoint some other circuit judge, or some judge of a superior court or the appellate or supreme court, to sit upon such board of arbitrators, and such appointed judge shall have the same power and perform the same duties as member of the board of arbitration as are by this act vested in and charged upon the circuit judge regularly sitting, and he shall receive the same compensation now provided by law to a judge sitting by appointment upon a change of judge in civil cases, to be paid in the same way.

§ 14. If the parties to any such labor controversy as is defined in section 4 of this act shall have failed at the end of five days after the first communication of said labor commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the labor commission to proceed at once to investigate the facts attending the disagreement. In this investigation the commission shall be entitled, upon request, to the presence and assistance of the attorney general of the state, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the commission. For the purpose of such investigation the commission shall have power to issue subpœnas, and each of the commissioners shall have power to administer oaths and affirmations. Such subpœna shall be under the seal of the commission and signed by the secretary of the commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpœna may be served and returned as other process by any sheriff or constable in the state. In case of disobedience of any such subpœna, or the refusal of any witness to testify, the circuit court of the county within which the subpœna issued, or the judge thereof in vacation, shall, upon the application of the labor commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpœna, or testify as required by the commission, or be adjudged guilty of contempt, and in such proceedings such court, or the judge thereof in vacation, shall be empowered to compel obedience to such subpœna as in the case of subpœna issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the labor commission under this section shall be paid $1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

§ 15. Upon the completion of the investigation authorized by the last preceding chapter, the labor commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the commission and a copy shall be supplied to any one requesting the same.

§ 16. Any employer shall be entitled, in his response to the inquiries made of him by the commission in the investigation provided for in the last two preceding sections, to submit in writing to the commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

§ 17. Said commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a board of arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occcupied in service upon the board. The attorney general, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the commission. Such compensation and expenses shall be paid by the treasurer of the state upon warrants drawn by the auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the commissioners, shall be certified as correct by

the commissioners, or one of them, and the accounts of the commissioners shall be certified by the secretary of the commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any board of arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section 14 and sections following.

§ 18. For the payment of the salary of the secretary of the commission, the compensation of the commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing and stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for year 1898.

IDAHO.

[The following bill, having remained with the governor more than ten secular days after the legislature adjourned, became a law March 20, 1897.]

AN ACT *to provide for a state board of arbitration, for the settlement of differences between employes and their employers and to provide for local boards of arbitration subordinate thereto.*

Be it enacted by the Legislature of the State of Idaho:

SECTION 1. The governor, with the advice and consent of the senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall be appointed upon recommendation of the other two: *Provided, however*, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. On or before the fourth day of March, eighteen hundred and ninety-seven, the governor, with the advice and consent of the senate, shall appoint three members of said board in the manner above provided; one to serve for six years, one for four years and one for two years, or until their respective sucessors are appointed; and on or before the fourth day of March of each year during which the legislature of this state is in its regular biennial session thereafter, the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires and to serve for the term of six years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board shall choose one of its members as secretary and may also appoint and remove a clerk of the board, who shall receive pay only for the time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

§ 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and senate.

§ 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employes if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this state, the board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful

inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the county recorder of the county where such business is carried on.

§ 4. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said board if it shall be made in three weeks of the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the board may order and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have the power to summons as witness any operative in the departments of business affected, and any person, who keeps the records of wages earned in those departments and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

§ 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same, in an annual report to be made to the governor of the state on or before the first day of February of each year.

§ 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

§ 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation, such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasurer of the county in which the controversy or difference that is the subject of the arbitration exists, if such

payment is approved in writing by the board of commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration, whenever it is made to appear to the mayor of a city or the board of commissioners of a county that a strike or lockout such as described in section 8 of this act is seriously threatened or actually occurs, the mayor of such city or the board of commissioners of such county shall at once notify the state board of the facts.

§ 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the state, involving an employer and his present or past employes, if at the time he is employing, or up to the occurence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer, and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them: *Provided*, that a strike or lockout has not actually occured or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 3 of this act.

§ 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the state for the payment thereof any of the unappropriated moneys of the state.

§ 10. The members of said state board shall be paid six dollars per day for each day that they are actually engaged in the performance of their duties, to be paid out of the treasury of the state, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the state.

COLORADO.

[Chapter 2 of the Session Laws of 1897. Approved March 31].

AN ACT *creating a State and local Boards of Arbitration and providing for the adjustment of differences between Employers and Employes and defining the powers and duties thereof and making an appropriation therefor.*

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employés.

§ 2. Immediately after the passage of this act the governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the board shall be appointed by the governor

from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the board above designated. If any vacancy should occur in said board, the governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as hereinbefore provided.

§ 3. The third member of said board shall be secretary thereof, whose duty it shall be, in addition to his duties as a member of the board, to keep a full and faithful record of the proceedings of the board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the board; and shall have, under direction of a majority of the board, power to issue subpœnas, to administer oaths to witnesses cited before the board, to call for and examine books, papers and documents necessary for examination in the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or the judges thereof in this state.

§ 4 Said members of the board of arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The secretary of state shall set apart and furnish an office in the ctate sapitol for the proper and convenient transaction of the business of said board.

§ 5. Whenever any geievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said board, in case such parties elect to do so, and shall jointly notify said board or its clerk in writing of such desire. Whenever such notification is given it shall be the duty of said board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereon submit to said board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the board, provided such decision shall be given within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its chairman or clerk to administer oaths, to issue subpœnas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in section 3 of this act.

§ 6. After the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The clerk of said board shall file four copies of such decision, one with the secretary of state, a copy served to each of the parties to the controversy, and one copy retained by the board.

§ 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the state, and shall come to the knowledge of the board, or anyone thereof by a written notice from either of the parties to such threatened strike or lockout, or from the mayor or clerk of the city or town or from the justice of the peace of the district where such strike or lockout is threatened, it shall be the duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to affect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy; and to that end the board is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by section 3 of this act.

§ 8. The fees of witnesses before said board of arbitration shall be two dollars ($2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the board. All subpœnas shall be signed by the secretary of the board and may be served by any person of legal age authorized by the board to serve the same.

§ 9. The parties to any controversy or difference as described in section 5 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: *Provided*, that when such hearing is held at some point having no organized town or city government, in such case the cost of such hearing shall be paid jointly by the parties to the controversy: *Provided further*, that in the event of any local board of arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the state board shall be called upon to take charge of said case as provided by this act.

§ 10. Said state board shall report to the governor annually, on or before the fifteenth day of November in each year, the work of the board, which shall include a concise statement of all cases coming before the board for adjustment.

§ 11. The secretary of state shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the secretary of the board, provided the volume shall not exceed four hundred (400) pages.

§ 12. Two members of the board of arbitration shall each receive the sum of five hundred dollars ($500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the secretary of the board shall receive a salary of twelve hundred dollars ($1,200) per annum. The salaries of the members shall be paid in monthly installments by the state treasurer upon the warrants issued by the auditor of the state. The other expenses of the board shall be paid in like manner upon approved vouchers signed by the chairman of the board of arbitration and the secretary thereof.

§ 13. The terms of office of the members of the board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the governor shall appoint one from each class for the period of two years. The third member of the board shall be appointed as herein provided every two years. The governor shall have power to remove any members of said board for cause and fill any vacancy occasioned thereby.

§ 14. For the purpose of carrying out the provisions of this act there is hereby appropriated out of the general revenue fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

§ 15. In the opinion of the general assembly an emergency exists; therefore, this act shall take effect and be in force from and after its passage.

WYOMING.

Wyoming was admitted to the Union on July 11, 1890. Article 5 of the constitution has the following provisions for the arbitration of labor disputes:

SECTION 28. The legislature shall establish courts of arbitration, whose duty it shall be to hear, and determine all differences, and controversies between organizations and associations of laborers, and their employers, which shall be submitted to them in such manner as the legislature may provide.

§ 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the supreme court of the state, and the manner of taking such appeals shall be prescribed by law.

MARYLAND.

AN ACT *to provide for the reference of disputes between employers and employes to arbitration.*

SECTION 1. *Be it enacted by the General Assembly of Maryland*, That whenever any controversy shall arise between any corporation incorporated by this state in which this state may be interested as a stockholder or creditor, and any person in the employment or service of such corporation, which, in the opinion of the board of public works, shall tend to impair the usefulness or prosperity of such corporation, the said board of public works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said board of public works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said board of public works to examine into and ascertain the cause of said controversy, and report the same to the next general assembly.

§ 2. *And be it enacted*, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employes, employed by them in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

§ 3. *And be it further enacted*, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or so agree to abide by the determination of

such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employes, acceptable to the parties to the dispute, respectively, who, together with such judge or justice of the peace, shall have full power finally to hear and determine such dispute.

§ 4. *And be it further enacted*, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

§ 5. *And be it further enacted*, That it shall be lawful in all cases for an employer or employe, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

§ 6. *And be it further enacted*, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the public general laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon. [Approved April 1, 1878.

KANSAS.

AN ACT *to establish boards of arbitration, and defining their powers and duties.*

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon presentation of a petition as hereinafter provided, it shall be the duty of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, that at the time

the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Such tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, that said award may be impeached for fraud, accident or mistake.

§ 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of the state: *Provided*, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the um-

pire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same: *Provided*, that any such award may be impeached for fraud, accident, or mistake.

§ 10. The form of the petition praying for a tribunal under this act shall be as follows:—

To the district court of.....county (or a judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

§ 11. This act to be in force and take effect from and after its publication in the official state paper. [Published February 25, 1886.

Iowa.

AN ACT *to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employed*:

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry: *Provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority can not be had after two votes, then by secret ballot, or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute: *Provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts, as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

§ 8. When the umpire is acting he shall preside, and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall

have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of ..... County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry), trade, and having agreed upon A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the ..... trade may be issued to said persons named above.

Employers.	Names.	Residence.	Works.	Number Employed.

Employés.	Names.	Residence.	By whom employed.

§ 11. The license to be issued upon such petition may be as follows:

STATE OF IOWA, } ss.
..... COUNTY. }

WHEREAS, The joint petition, and agreement of four employers (or representatives of a firm or corporation or individual employing twenty men as the case may be), and twenty workmen have been presented to the court (or if to a judge in vacation so state) praying the creation of a tribunal, or voluntary arbitration for the settlement of disputes in the workman trade within this county and naming A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen. Now in pursuance of the statute for such case made and provided, said named persons are hereby licensed, and authorized to be, and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers, and workmen for the period of one year from this date, and they shall meet, and organize on the.....day of.....A. D.,.....at.....

Signed this.....day of....., A. D.,.....

Clerk of the.....District Court of.....County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows:

We A, B, C, D, and E representing employers, and G, H, I, J, and K representing workmen composing a tribunal of voluntary arbitration hereby submit, and refer unto the umpirage of L (the umpire of the tribunal of the..... .....trade) the following subject matter, viz.: (Here state full, and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

Witness our names this.....day of.....A. D.....

(Signatures).....

.....

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specified sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [Approved March 6, 1886.

PENNSYLVANIA.

AN ACT *to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.*

WHEREAS, The great industries of this commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the state vast expense to protect life and property and preserve the public peace:

And, whereas, No adequate means exist for the adjustment of these issues between capital and labor, employers and employes, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

SECTION 1. *Be it enacted, etc.*, That whenever any differences arise between employers and employes in the mining, manufacturing or transportation industries of the commonwealth which can not be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the

application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

§ 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or to promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration.

Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration.

The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

§ 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them and they shall first consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballotings he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offense is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

§ 4. That as soon as the board is organized the president shall announce that the sessions are opened and the varients may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employes shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its

sessions, when it deems it expedient to do so, to the place or places where the dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

§ 5. That the compensation of the members of the board of arbitration shall be as follows, to-wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable route of travel, to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

§ 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

§ 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed. [Approved the 18th day of May, A. D. 1893.

TEXAS.

[Chapter 379].

AN ACT *to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employes, and to authorize the creation of a board of arbitration; to provide for compensation of said board, and to provide penalties for the violation hereof.*

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate and determine the same. Said board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

§ 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of

said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbitration is sought.

§ 3. That when a controversy involves and affects the interests of two or more classes or grades of employes belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

§ 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows:

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

§ 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing, which shall not be more than ten days after such agreement to arbitrate has been filed.

§ 6. The chairman shall have power to administer oaths and to issue subpœnas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of record or the judge thereof in this state. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

§ 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

§ 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to such arbitration, nor his agent,

to discharge the employés parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employés to order, nor for employés to unite in, aid or abet strikes or boycotts against such employer or receiver.

§ 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpœnas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award. and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

§ 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the clerk's office of the district court, as hereinbefore provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

§ 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the court of civil appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said court of civil appeals upon said questions shall be final, and being certified by the clerk of said court of civil appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

§ 12. The near approach of the end of the session, and the great number of bills requiring the attention of the legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it so suspended. [Approved April 24, 1895.

MISSOURI.

AN ACT *to provide for a board of mendiation and arbitration for the settlement of differences belween employers and their employes.*

Be it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lockout, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion it is necessary so to do.

§ 2. If a mediation can not be effected, the commissioner may at his discretion direct the formation of a board of arbitration, to be composed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

§ 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days af the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter: *Provided*, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

§ 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or employes, should, however, a lockout or strike have occured before the commissioner of labor statistics could be notified, he may order the formation of a board of arbitration upon resumption of work.

§ 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics. [Approved April 11, 1889.

NORTH DAKOTA.

Chapter 46, of the acts of 1890, defining the duties of the commissioner of agriculture and labor, has the following:—

§ 7. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

NEBRASKA.

The law creating the bureau of labor and industrial statistics or the State of Nebraska, defines the duties of the chief officer as follows:—

§ 4. The duties of said commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the state, and especially to examine into the

relations between labor and capital; the means of escape from fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction of unlawful hours of labor from any employe; the educational, sanitary, moral, and financial condition of laborers and artisans; the cost of food, fuel, clothing, and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes. [Approved March 31, 1887.